Terms of Service

These Terms of Service (the "TOS") together with any of the following documents form a contract governing our Services (altogether, this "Agreement"):

1. Any Logistics Solutions Agreement (including all attachments and amendments, the "LSA") between Coastal Logistics, Inc. doing business as Coastal Logistics Group ("CLG", "We", "Us", "Our") and any entity or individual who accepts the benefits of our Services ("Customer", "You", "Your", and together with CLG, each a "Party" or collectively the "Parties"), unless the Parties mutually agree in the LSA that different terms will govern our Services; and/or,

2. Any CLG Pending Order or Active Order, CLG Quote, and/or CLG Statement of Services (including all attachments and amendments, each such document is individually or collectively referred to as an "Order").

Please note all capitalized terms used in this Agreement are as defined in these TOS. Further, for all purposes of this Agreement and applicable law, any LSA and/or Order together with our TOS and any GRN and/or other forms of Inventory receipt documentation are equivalent to a warehouse receipt.

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These TOS aim to be as clear, simple, and helpful as possible to the Parties in performing this Agreement. Given that this Agreement is intended to govern any Services we may provide you throughout the Term, we encourage you to read these TOS in their entirety and to become familiar with them, as they define each Party's duties and rights under this Agreement.

The TOS are effective as of the revision date noted in the footer below. We may update our TOS at any time and will publish updated TOS on our website, www.coastallogistics.com/terms. Please note, if our TOS conflict with the terms of the Parties' mutually agreed and relevant LSA or Order, the terms of the in-effect mutually agreed and relevant LSA or Orders will govern during the LSA or Orders' Effective Period.

1. Acceptance of This Agreement and Exclusivity of Our TOS

a. Your Acceptance of This Agreement. You accept this Agreement and become bound by it when you direct or request that we provide you with Services and you receive and accept the benefits of those Services, even if you have not yet signed an LSA or Order (the earliest such date being referred to in these TOS as the "Effective Date").

b. Entire Agreement. This Agreement supersedes all prior proposals, negotiations, representations, agreements, and understandings between the Parties concerning the subject matter of this Agreement as well as all terms and conditions contained in any Customer-provided purchase orders and constitutes the Parties' complete and exclusive agreement regarding the subject matter of this Agreement. Further, you acknowledge that you have not relied on any statements, promises, or representations that are not set out in this Agreement.

c. Exclusivity of Our TOS (Battle of the Forms). CLG expressly conditions the provision of our Services on your acceptance of our TOS, and, unless the Parties mutually agree otherwise in writing, CLG expressly rejects any Customer terms in addition to or that conflict with our TOS, such that any such Customer-issued terms and conditions will be of no force and effect and will not in any way be deemed to amend, modify, supersede, alter, or supplement this Agreement and/or our TOS. Any reference to a Customer purchase order or similar documentation on our invoices or other acceptance thereof will be of no force and effect, will not in any way be deemed to amend, modify, supersede, alter or supplement this Agreement, and will be deemed to have been used solely for your convenience in record keeping, nor will our provision of Services to you despite such Customer-issued purchase order or similar documentation be deemed an acknowledgment of or agreement to any terms or conditions associated with any such Customer-issued purchase order or other Customer-provided documentation. While we certainly understand that Customers may desire to receive our Services according to other terms, we are an independent contractor and have established our TOS to define how we provide our Services. We reserve the exclusive right to determine whether to accept or decline Customer-requested revisions to our TOS, including whether such revisions constitute a Change subject to additional Fees under TOS Section 12.

2. Definitions

The capitalized terms used in this Agreement are defined below. Please note that any capitalized term not defined in the first instance of use below is subsequently defined either in alphabetical order in this Section 2 or in the TOS Section focused on the topic to which the capitalized term pertains.

a. Affiliate means any entity that directly or indirectly controls, is controlled by or is under common control with a Party to this Agreement. For purposes of this definition, control means direct or indirect ownership or control of more than fifty (50%) percent of the voting interests of the subject entity.

b. Confidential Information means any proprietary or publicly undisclosed information that one Party discloses to the other Party whether orally, by document, or in any visual, audible, or electronic formats, and includes without limitation manufacturing and procurement and/or business processes and methods, product plans and specifications, models, prototypes, designs, drawings, financial and pricing information, existing and proposed agreements, requests for proposals, statements of work, current and future initiatives, inventory management data, marketing plans, current and potential customer information, vendor lists, any personally identifiable information, employee information, sales and strategy information, software, technology, trade secrets, inventions, knowledge, research and development procedures, the terms of this Agreement, and other technical or business information. Confidential Information will also include any information observed by either Party while at the facilities of the other Party or during meetings between the Parties. Confidential Information will not include information that is or becomes public knowledge without any action by, or involvement of, either Party, all as further detailed in TOS Section 14(a).

c. Contract Service Provider means a third-party service provider that performs some portion of the Services when CLG does not otherwise offer or cannot fully provide that portion of the Services.

d. Customer Furnished Equipment means any tangible personal property that you provide at no cost or charge to us for use in providing you with Services, as detailed in the Parties' mutually agreed and relevant Customer Furnished Equipment List as attached to this Agreement or Orders, the latest mutually executed version of which will govern and be incorporated into this Agreement without the need to further amend this Agreement.

e. Days means any of the following depending on the specific use in this Agreement:

   1. Business Days mean Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Time, and excluding Holidays, Overtime, and/or Weekends;

   2. Calendar Days mean Sunday through Saturday inclusive of Holidays and Weekends;

   3. Holidays mean holidays observed by the United States federal government on which we are closed for business and Services will not be provided unless the Parties mutually agree otherwise in writing;

   4. Overtime means any time after our regularly scheduled operating hours on a Business Day; or,

   5. Weekends mean any time during a Saturday and/or Sunday

f. Fees mean any amounts you owe us in exchange for receiving Services all as further defined in this Agreement.

g. Force Majeure Event means without limitation natural disasters, acts of God, earthquakes, and/or damage or degradation caused by natural environmental factors such as cold, heat, dampness or humidity, flooding, animals, insects, pestilence; acts of terrorism; labor disputes or stoppages; war, whether declared or undeclared; government acts or orders; epidemics, pandemics, or outbreaks of communicable diseases; quarantines; national or regional emergencies; third-party service failures or interruptions; or any other cause, whether similar to the foregoing or otherwise, beyond a Party's reasonable ability to foresee and control.

h. Free Days means the number of Calendar Days from Receipt Date for which Storage Fees will not accrue.

i. Goods means any tangible personal property for which we provide you with Services all as further defined in this Agreement.

j. Hazardous Materials means Goods or other items, including any articles, substances, or components of the same, that may pose a risk to health, safety, property, or the environment, including without limitation as defined under any applicable local, state, and/or federal laws, ordinances, regulations, and/or statutes.

k. Intellectual Property means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise) as well as applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights, and other similar rights or obligations whether registerable or not in any country.

l. Inventory means the total quantity of your Goods in Storage at any one or more of our Service Locations.

m. Inventory Receipt means the process we follow to receive and accept responsibility for Goods under our Standard of Care, all as further detailed in TOS Section 6.

n. Inventory Release means the process we follow before releasing possession of and/or title to Goods in Inventory to a third-party recipient consistent with our Standard of Care (each such recipient being a "Transferee"), all as further detailed in TOS Section 6.

o. Minimum Notice Requirement means the minimum number of Days of notice that you must provide us before the date on which you desire that we provide a Service all as further defined in this Agreement and/or the Parties' mutually agreed upon Orders.

p. Non-Recurring Expense Reimbursement (NRE) means any expenses we incur to lease and/or purchase components, equipment, fixtures, tooling, or other tangible personal or real property solely to provide you with Services for which you have agreed in writing to reimburse us, all as further defined in this Agreement, including without limitation through payment of Fees.

q. Raw Materials means crude or processed materials converted by manufacturing, processing, or some combination of the same into a finished product provided as part of our Services.

r. Receipt Date means the Day that we accept care, custody, and/or control of the Goods, regardless of the Unloading date or the date we perform Inventory Receipt.

s. Services mean all work we perform for your benefit, including without limitation any of the below-numbered items, all as further defined in this Agreement.

1. Blocking/Bracing means labor and materials required to securely load a shipment of Goods inside a mode of transport to prevent undesired movement.

2. Chassis means we provide intermodal trailing equipment used to transport containers during Drayage or Over the Road Transportation.

3. Consolidation means we receive two (2) or more shipments of Goods and subsequently combine the multiple shipments into one (1) or more outbound shipments of Goods.

4. Crating means we provide a box or framework for containing Goods of such dimensions and according to such designs, technical specifications, and requirements as the Parties mutually agree is necessary to the performance of Services and that is composed of Raw Materials.

5. Cycle Count means the continuously performed and documented counting of Inventory.

6. Dedicated Coverage means an insurance policy we purchase for your sole benefit to provide a specified amount of coverage against damage to and/or loss of your Goods in exchange for your payment of additional Fees for such coverage.

7. Disposal means we or a Contract Service Provider discard and/or destroy Goods and/or other tangible items, including without limitation blocking, bracing, dunnage, and/or packaging materials.

8. Distribution means we provide any combination of two (2) or more of the following Services: Drayage, Handling, and/or Over the Road Transportation.

9. Documentation of Latent Condition means we provide written documentation and/or imagery of the internal condition of Goods that is beyond the scope of OS&D during Inventory Receipt and/or before Inventory Release or Loading, including without limitation opening previously packaged Goods to inspect the contents of such packaging or assessing the condition of Goods beyond their external surface appearance.

10. Dray or Drayage means we and/or our Affiliates acting as brokers arrange transportation of Goods to, from, and/or in between a Service Location, a port, a railyard, and/or similarly short distance transportation between two (2) points other than Over the Road Transportation. Drayage may be combined with and incur additional Fees for the following Services:

    a. Refrigerated Shipping Container Drayage means Drayage that is provided using a refrigerated container booked by you and incurs Fees in addition to those due for Drayage on account of additional time required for Contract Service Providers to use such containers.

11. Handling means we provide any combination of two (2) or more of the following: Inventory Receipt; Unloading; Inventory Releases; moving of Goods into, within, and out of a Service Location; Loading; Picking; Segregating; and/or Transloading.

12. Labeling means we print and/or apply a decal and/or other documentation or information to identify Goods.

13. Loading means we place Goods into a mode of transportation.

14. Over the Road Transportation (OTR) means we and/or our Affiliates acting as brokers arrange transportation of Goods between cities or states.

15. Packing means we place Goods into a mode of packaging with any mutually agreed upon documentation and/or materials.
16. Palletizing means we provide a raised platform with a bottom and top deck on which Goods are placed for shipping and/or Storage, and that is composed of such Raw Materials and of such dimensions and pursuant to such designs, technical specifications, and requirements as the Parties mutually agree is necessary to the performance of Services.

17. Picking means we locate and gather Goods from Inventory before Packing, Palletizing, and/or Loading.

18. Preservation means we provide packaging and/or treatment to protect Goods from damage and/or degradation, including without limitation applying corrosion inhibitors, desiccants, and/or moisture barriers.

19. Repair means we recondition, repair, restore, and/or otherwise correct issues affecting the condition of Goods during Inventory Receipt and/or before Inventory Release or Loading.

20. Segregating means we receive and separate multiple Goods before Storage, Picking, Packing, and/or Distribution.

21. Storage means we receive and maintain possession of Goods within or outside of a Service Location.

22. Transloading means we will perform Unloading of Goods from one mode of transportation and Loading into another mode of transportation.

23. Unloading means we receive Goods and remove the Goods from the mode of transportation in which they arrive at a Service Location.

24. Wrapping means we secure Goods to each other and/or a pallet or other mode of packaging or transportation using an appropriate type of stretch wrap.

t. Service Location means any location where we provide you with Services.

u. Service Level Maximum means the maximum quantity of Goods for which CLG is required to provide Services as detailed in this Agreement and/or the Parties' mutually agreed upon and relevant Orders.

v. Standard of Care means our exercise of the same care for your Goods as a reasonably careful person would exercise under similar circumstances when providing Services.

w. Stock Keeping Unit means a Good that bears a specific identification code that states the type, size, brand, and/or other identifying and/or tracking information for the Good.

x. Storage Anniversary means the Day which is a multiple of 30 Days from the Receipt Date plus the allocated Free Days, when applicable. For example, if the Goods have a Receipt Date of 2/3/2022 and 15 Free Days, then a Storage Anniversary would be 3/20/2022, 4/19/2022, etc. For example, if the Goods have a Receipt Date of 2/3/2022 and no Free Days, then a Storage Anniversary would be 3/5/2022, 4/4/2022, etc.

y. Written or In Writing means any worded or numbered expression that can be read, reproduced, and later communicated, and includes physically and electronically transmitted and stored information.

3. Term and Termination

a. Term. This Agreement will remain in effect for an indefinite period beginning on the Effective Date and continuing until terminated pursuant to TOS Section 3(b) (the "Term").

b. Termination

1. For Convenience. Either Party may terminate this Agreement by providing the other Party with written notice of its intent to terminate at least sixty (60) Calendar Days before the date the termination will become effective, and, unless the Parties mutually agree otherwise in their relevant Order, may terminate an Order by providing the other Party with such notice at least sixty (60) Calendar Days before the date the termination will become effective, with each Party to continue performing all of its obligations under this Agreement and/or the Order until the date the termination is effective, and paying the other Party all amounts due under this Agreement and/or the Order, whether previously invoiced or not, by the date on which the termination will become effective.

2. For Default. Either Party may terminate this Agreement immediately by providing the other Party with written notice of its intent to so terminate if any of the following events occur (each such event being referred to as a "Default" and altogether, a "Termination for Default" or "Terminate for Default"):

a. A Party's failure to perform any obligation under this Agreement that is not cured within thirty (30) Calendar Days after the non-defaulting Party provides the defaulting Party with written notice of the Default;

b. a Party becomes insolvent or files a voluntary case or proceeding under applicable bankruptcy laws or otherwise commences any action or proceeding seeking reorganization, dissolution, liquidation, or the appointment of a receiver or trustee or similar officer; or;

c. an involuntary proceeding or case is filed against a Party under applicable bankruptcy laws or an action, or a proceeding is otherwise commenced against a Party seeking reorganization, dissolution, liquidation, or the appointment of a receiver, trustee, or similar officer for a Party.

If either Party Terminates for Default, each Party agrees to pay the other Party all sums due by it under this Agreement, whether previously invoiced or not, by the date on which termination will become effective, including all Fees incurred for Services received before and through but not beyond the last Day on which we provide Services as well as any NRE.

c. Termination of Storage and Removal of Goods. Without effect on TOS Section 3(b), we may at any time in our sole discretion elect to terminate Storage and require removal of all your Goods in Inventory as follows:

1. 30-Calendar Day Notice of Storage Termination. We may, upon written notice to you or any other person that we know to claim an interest in your Inventory, require the removal of your Inventory by the end of the next succeeding month (the end of the month following the month in which notice is given), and if you have not removed your Inventory by the end of the next succeeding month as directed, then we will be entitled to dispose of your Inventory by public or private sale to recover any unpaid Fees that you owe us with any remaining proceeds from such sale being remitted to you.

2. Expedited Storage Termination and Disposal of Goods. If the amount of your Past Due Fees exceeds your Credit Limit (all as defined in TOS Section 5) and/or we in good faith believe that your Inventory is about to deteriorate or decline in value to less than the amount of our lien under TOS Section 5(e)(4) within the next thirty (30) Calendar Days or less, we may specify in a notice given under this Section 3(c) any reasonable shorter time for terminating Storage and requiring removal of all your Goods in

Inventory from our Service Locations, and, if all your Goods are not removed, we may sell them at a public sale held not less than one (1) week after a single advertisement or posting. Additionally, if because of a quality or condition of your Goods of which we did not have notice at the time of Inventory Receipt, your Goods in Inventory are a hazard to other property, our Service Locations, and/or other persons, we may sell your Goods at public or private sale without advertisement or posting on reasonable notification to all persons known to claim an interest in the Goods. If we, after a reasonable effort, are unable to sell the Goods, we may dispose of them in any lawful manner and will not be liable for any costs or damages incurred in connection with such disposal.

4. Scheduling Services

a. Services Only Provided as Mutually Agreed in Writing. At any time during the Term, you may request Services by submitting a notice of the same to us in writing. We will provide Services only as mutually agreed by the Parties in writing pursuant to this Agreement.

Accordingly, please do not assume that providing us with delivery orders, steamship line vessel schedules and container lists, forecasts, or other forms of requests for Services means we have agreed to provide Services or accepted responsibility for Ancillary Charges (as defined in TOS Section 8) assessed against you in connection with the shipment, storage, and/or transportation of your Goods. We will always specifically confirm our mutual agreement to provide Services in writing. Any other form of response, including courtesy messages stating we have noted or received your request, does not constitute mutual agreement. Similarly, our failure to confirm or decline in writing in response to your requests for Services does not mean we are aware of your requests or agree to them.
For the avoidance of doubt, the foregoing in this Section 4(a) means that we will not retrieve a container of Goods from a port or accept delivery of Goods by rail or truck unless we previously and specifically agree in writing regarding our capacity to provide your requested Services and to then return the container to the port or release the rail car before per diem or demurrage charges accrue, respectively (see TOS Section 8 for more on this topic).

Similarly, we are not bound to retrieve containers or receive rail cars of Goods regardless of the potential for Ancillary Charges (as defined in TOS Section 8(b)), even if you have previously notified us of the same in writing. Unless the Parties mutually agree in writing to a specific date and time or period on, by, or within which we will provide Services, you agree we are not required to comply with any express or implied scheduling terms you present to us or to which you have agreed with any third parties not a Party to this Agreement, such as your customers, motor carriers, railroads, or steamship lines. For example, when providing Drayage, unless we specifically agree in writing, we are not required to comply with any "Earliest Receipt Date," "Earliest Return Date," or "Early Return Date" in a steamship line's booking confirmation provided to you, and we will instead provide Drayage based on the applicable schedules published by the relevant port authority.

b. How We Schedule Services

1. All Orders Scheduled as Pending Unless Mutually Agreed as Active. Unless the Parties mutually agree otherwise in writing pursuant to TOS Section 4(b)(2), we will initially schedule each Order as a Pending Order. A Pending Order means that all dates and times for your desired Services are considered tentative and not confirmed as final, such that we will not reserve operational capacity or be required to provide Services on those dates and at those times until you timely request to convert your Pending Order to an Active Order and we mutually agree to the same. We will not invoice you Fees and you will not be required to pay Fees for a Pending Order unless we provide, and you accept the benefits of the Services detailed in the Pending Order. A Pending Order may but is not required to include a tentative schedule of Services consisting of the following information:

    a. Minimum Notice Requirement: the five (5) Business Day period before the first Day on which you desire we provide your desired Services; and,

b. Time to Execute: the five (5) Business Day period before either, as applicable, (i) the last free Day on-terminal for imports or (ii) the Day of the documentation cut-off/deadline for exports, during which you desire that we commence and complete providing the Services.

Please note for all Pending Orders, while we may provide courtesy reminders of important dates and other developments impacting a Pending Order, you are solely responsible for monitoring the shipment status of your Goods in transit, resolving any steamship line or other third-party imposed holds, and requesting to convert your Pending Order to an Active Order. Please also note, that if you do not provide us the five (5) Business Day Minimum Notice Requirement or timely request to convert your Pending Order to an Active Order, we do not guarantee our operational capacity to provide your requested Services according to your desired schedule and may require payment of additional Fees to provide Services on an expedited or another basis.

2. Active Orders. An Active Order means that all dates and times for your desired Services are confirmed as final, such that, if we mutually agree to convert your Pending Order to an Active Order, we will reserve operational capacity to provide Services on the dates and at the times detailed in the Active Order, and you will be bound to pay for the Services detailed in the Active Order subject to limited exceptions detailed in this Section 4(b)(2). To convert a Pending Order to an Active Order please submit your request in writing and include the following information:

a. Minimum Notice Requirement: the five (5) Business Day period before the first Day on which you desire we provide your desired Services; and,

b. Time to Execute: the five (5) Business Day period before either, as applicable, (i) the last free Day on-terminal for imports or (ii) the Day of the documentation cut-off/deadline for exports, during which you desire that we commence and complete providing the Services.

Within twenty-four (24) hours of receiving your request to convert a Pending Order to an Active Order, we will confirm whether we can mutually agree to deem the Order as Active. If we mutually agree to deem the Order as Active, we will provide Services according to the mutually agreed upon schedule detailed in the Active Order. Again, please note, in contrast to Pending Orders, you will be required to pay Fees for the Services detailed in an Active Order, including without limitation if any event beyond CLG's exclusive control for any reason alters the schedule of Services detailed in an Active Order. This payment of Fees is not a penalty but constitutes liquidated damages to compensate CLG for having reserved operational capacity to provide you with Services according to the mutually agreed upon schedule detailed in the Active Order.

c. No Minimum Quantity of Services. Unless the Parties mutually agree otherwise in writing, you are not required to purchase, and we are not required to provide, any minimum quantity of Services.

d. Carrier Appointments. Unless the Parties mutually agree otherwise in writing (such as when you hire us to broker Drayage), you are responsible for procuring and scheduling all motor carriers delivering Goods to or collecting Goods from our Service Locations (each and altogether, the "Carrier Appointments"). You and/or your appointed motor carrier must request and schedule all Carrier Appointments at least twenty-four (24) hours before the desired date and time for the Carrier Appointment subject to our sole discretion to approve the Carrier Appointment in writing, including without limitation previously verifying that the Goods for which you desire to schedule a Carrier Appointment are in Inventory. When scheduling Carrier Appointments, you and/or your appointed motor carriers must use the CLG Job Number (or a similarly CLG issued identifying number) we issue concerning the specific Goods for which we are providing Services. Please note, that we reserve the right to refuse delivery or collection of any Goods to and from a Service Location for which either you and/or your designated motor carrier did not timely and appropriately schedule a Carrier Appointment or cannot provide a CLG Job Number (each an "Unscheduled Delivery/Collection"). Further, for the safety and wellbeing of our personnel and to preserve the continuity of our operations, we reserve the right to deny motor carriers attempting to make an Unscheduled Delivery/Collection access to our Service Locations and to report to law enforcement any motor carriers who refuse to depart our Service Locations after we instruct them to do so. You agree we are not

responsible for any claims, damages, delays, or Ancillary Charges (as defined in TOS Section 8(b)) incurred in connection with an Unscheduled Delivery/Collection.

e. Specific Intermodal Equipment Return Locations. Unless the Parties mutually agree otherwise in writing concerning a specific item of intermodal equipment and its specific return location, neither we nor our Contract Service Providers will be responsible for returning, or any Ancillary Charges (as defined in TOS Section 8(b)) assessed for failure to return specific items of intermodal equipment to any specific location other than where we or our Contract Service Providers first assumed possession of the item of intermodal equipment.

5. Fees and Payment

a. Agreement to Pay Fees. You agree to pay us Fees in exchange for receiving and accepting the benefits of our Services.

b. Accrual and Calculation of Fees. Fees begin accruing on the first Day you take any actions consistent with receiving and accepting the benefits of our Services and stop accruing on the last Day on which you receive and accept the benefits of our Services. In general, Fees will be calculated as detailed in the Parties' mutually agreed and relevant Orders.

1. Storage Fees. Unless the Parties mutually agree otherwise in writing, Fees for Storage will accrue and be assessed as follows:

a. All Goods are stored on a month-to-month basis;

b. Goods begin to accrue Storage Fees upon their Receipt Date if no Free Days have been provided in the applicable Order;

c. If Free Days have been provided in the applicable Order, Goods will begin to accrue Storage Fees if still in our care, custody, and/or control on the Day that is the number of Free Days after the Receipt Date;

d. A full month's Storage Fees will apply to all Goods on the Day Storage Fees begin to accrue;

e. A full month's Storage Fees will apply to all Goods still in our care, custody, and/or control on any Storage Anniversary;

f. All Goods remaining in Storage after more than one Storage Anniversary will, for each succeeding Storage Anniversary, be subject to increased Storage Fees on a compounding basis equal to one hundred twenty-five (125%) percent of the Storage Fees incurred for the immediately preceding period (i.e., January Storage Fees of $100, February Storage Fees of $125, March Storage Fees of $156.25, etc.).

c. Invoice Information. Unless the Parties mutually agree otherwise in writing before the provision of the relevant Services, our invoices will only contain that information we deem necessary to list the Services provided, any quantities relevant to such Services, the dates on which we provided the relevant Services, and the amount of Fees due for each of the Services provided. Please note, that we reserve the right to decline to provide and/or assess additional Fees pursuant to TOS Section 12 for providing further information in our invoices at your request, such as allocating Goods, Services, and Fees on a per-container basis in our invoices.

d. Payment. Unless you qualify to receive Services on credit as noted in the Payment Terms field of the Parties' mutually agreed and relevant Orders or we otherwise confirm to you in writing, you must pay all Fees on or before the date on which we provide the relevant Services. You agree to pay all Fees via Automated Clearing House ("ACH") or such other method on which the Parties mutually agree in writing.

e. Incorrect Invoices. Within sixty (60) Calendar Days of the date of any invoice, either Party may notify the other Party of errors in an invoice, such as types and dates of Services and corresponding Fees. If provided with timely notice pursuant to this Section 5(e), the Parties mutually agree, as applicable, to reissue or accept corrected invoices, and pay or refund any Fees as required to correct the invoicing error. If the Parties cannot resolve the incorrect invoice pursuant to this Section 5(e), they agree to resolve the dispute under Section 15 of this Agreement.

f. Our Remedies for Non-Payment of Fees. If you fail to pay Fees when due (each such instance of failure being referred to as "Past Due Fees"), we will notify you of the same in writing and require, in our sole discretion, that within five (5) Business Days of the date of our notice you either satisfy all Past Due Fees or reduce your outstanding balance of Past Due Fees below the credit limit applicable to your account as noted in the Credit Limit field of the Parties' mutually agreed and relevant Orders or we otherwise confirm to you in writing.

   You understand that in providing you with Services in advance of payment, we incur costs and other financial obligations for your benefit and are consequently exposed to the risks associated with having conferred benefits on you without receiving compensation. Accordingly, to help equitably mitigate those risks and in addition to all other rights we may have under this Agreement or at law, you agree that we may assert and enforce, in our sole discretion, any one or more of the following remedies for Past Due Fees:

   1. Accelerate Collection of All Fees Due. We may require immediate payment of all Fees due to us for Services provided even if not Past Due.

   2. Assess Interest and Collection Costs. We may assess interest on all Past Due Fees at the greater of seven (7%) percent per annum compounded monthly or the maximum lawful interest rate then permitted under applicable law, as well as to recover all costs we incur to collect Past Due Fees, including without limitation attorneys' fees.

   3. Cease Providing Services. We are entitled to cease providing all Services, including rejecting delivery of Goods, ceasing or deferring Unloading as well as Loading of Goods in Inventory; or, we may immediately terminate this Agreement and/or Storage pursuant to TOS Sections 3(b)(2) or 3(c).

   4. Lien Rights. We may assert and enforce all lien rights under law, as applicable and including without limitation, mechanics, materialmen, and general warehousemen's liens. Consistent with our lien rights under applicable law, you further agree that we may require you to pay all Past Due Fees before an Inventory Release, are entitled to sell the Goods if not timely removed from a Service Location or if the Goods are not as represented and pose a hazard to other property, our Service Location, or other persons, and/or if the Goods cannot be appropriately sold, to dispose of the Goods in any lawful manner. We agree that any liens we may assert against Goods will be, as applicable, either automatically released by effect of law or released in compliance with statutory processes upon payment of Past Due Fees. With the sole exception of the liens established in this Section 5(e)(4), we will not permit any other lien or encumbrance against Inventory.

g. No Setoff of Fees. You understand that offsetting other amounts against Fees due under this Agreement can disrupt our ability to provide Services and that TOS Sections 5(e), 9, and 15 provide appropriate processes for resolving incorrect invoices, claims, and disputes, respectively. ACCORDINGLY, YOU AGREE THAT YOU WILL NOT WITHHOLD PAYMENT OF FEES OR SETOFF ANY AMOUNTS YOU CLAIM, INCLUDING WITHOUT LIMITATION FOR ALLEGED STANDARD OF CARE FAILURE CLAIMS (AS DEFINED IN TOS SECTION 9(a)), AGAINST ANY AMOUNTS DUE TO US UNDER THIS AGREEMENT, AND THAT ENGAGING IN ANY SUCH ACTIONS WILL SERVE AS A WAIVER OF YOUR RIGHTS TO FILE OR OBTAIN PAYMENT FOR STANDARD OF CARE FAILURE CLAIMS, AND MAY RESULT IN OUR ELECTION TO TERMINATE THIS AGREEMENT AND/OR STORAGE PURSUANT TO TOS SECTIONS 3(b)(2) OR 3(c).

h. Our Exclusive Right to Adjust Fees. We reserve the right to set and adjust Fees for any Services not already mutually agreed to in an Order at any time without providing prior notice or cost breakdowns to you. Unless the Parties mutually agree otherwise in writing, you agree that Fee adjustments will apply to a Service after

the expiration of the Effective Period applicable to the Parties 'mutually agreed and relevant Order. For all other Services, Fee adjustments will become effective immediately.

6. Authorizations Necessary to Providing and Receiving Services

You understand that this Agreement enables us to provide you with a variety of Services from time to time throughout the Term. Therefore, you grant us, and, as applicable we grant you, the following authorizations:

a. Receive, Select the Location of, Store, and Move Goods within a Service Location. We may receive, select the location of Goods within the Service Location, provide Storage of Goods in bulk or assorted lots as we deem appropriate, and to move Goods within the Service Location without prior notice to you.

b. Move Goods to Another Service Location. Unless the Parties mutually agree otherwise in an Order, we may, at our sole discretion and expense, move Goods to another Service Location.

c. Remove Goods from a Service Location. We may remove Goods from the Service Location without prior notice to you in any of the following circumstances: (i) an emergency threatens to damage Goods or result in a loss of Goods; (ii) we determine the Goods are Misconsigned Goods under TOS Section 10(b)(2), Misidentified Goods under TOS Section 10(b)(3)(e), and/or Hazardous Goods for which we did not mutually agree in writing to provide Services.

d. Hire Contract Service Providers. Unless the Parties mutually agree otherwise in an Order, we may hire Contract Service Providers, including without limitation transferring possession of but not title to your Goods to Contract Service Providers; provided, however, that in engaging third parties, we do so in compliance with our Standard of Care, and the Contract Service Provider is subject to the same or substantially similar terms and conditions regarding the provision of Services as outlined in these TOS. We will exercise this authority solely to confer the benefits of the Services you bargained for under this Agreement, and, unless the Parties mutually agree otherwise in an Order, we may exercise this authority without prior notice to you. You also understand, acknowledge, and agree that, while we will select and hire Contract Service Providers in compliance with our Standard of Care, Contract Service Providers are independent contractors with exclusive control over their performance, and therefore not our agents, employees, or authorized representatives. Therefore, with the sole exception of a Standard of Care Failure under TOS Section 9(a), we are not liable for any claims, damages, delays, expenses, losses, or other amounts arising when Goods are in the custody, possession, or control of Contract Service Providers.
Notwithstanding the foregoing in this Section 6(d), when we hire a contract motor carrier as a Contract Service Provider, we will consistent with our Standard of Care ensure that (i) such Contract Service Providers supply all personnel necessary to provide their services; (ii) all drivers are properly licensed and certified in accordance with the Federal Motor Carrier Safety Regulations, and in all other respects possess qualifications as CLG may reasonably deem necessary or as may be required by law; (iii) proper instructions are provided to any Contract Service Provider to ensure delivery of your Goods to the Service Location and/or other required location(s) in compliance with the terms of this Agreement; (iv) any contract motor carrier agreement between CLG and the Contract Service Provider expressly provides that our customers are an intended third party beneficiary entitled to enforce such agreement against the Contract Service Provider, including without limitation any obligations of defense and indemnity against third party claims; and, (v) such Contract Service Providers present CLG with proof of insurance coverages as required by applicable law and any contract motor carrier agreement between CLG and the Contract Service Provider.

e. Access Premises. Subject to TOS Section 13, upon reasonable prior notice and at mutually agreed upon times during its respective regular business hours, each Party agrees to permit the other Party, including its agents, employees, and Contract Service Providers access to a Party's premises as necessary to perform or receive Services or assess a Party's performance under this Agreement.

7. Inventory Receipt and Release

Consistent with our Standard of Care, and without effect on our rights under TOS Sections 5(e) and 8(b), we will perform Inventory Receipt and Inventory Releases as follows:

a. Inventory Receipt

1. Inspection and Verification of Documentation and Goods. Following the delivery of Goods to a Service Location but before our Standard of Care applies to such Goods, we will review the Bill of Lading (including all similar types of documentation produced for the same purpose, each a "BOL") presented by the delivering party and confirm that the Goods are as defined in the Parties' mutually agreed and relevant Order and that the information stated in the BOL is accurate concerning the Goods. We reserve the right to refuse to sign any BOL and/or accept possession of any Goods until you resolve any discrepancies between the BOL and the Goods as delivered, including without limitation correction of any Misconsigned Goods under TOS Section 10(b)(2), Misidentified Goods under TOS Section 10(b)(3)(e), or differences in the quantity of Goods. Subject to our mutual agreement in writing, if you direct us to complete an Inventory Receipt and provide Services for Goods despite any discrepancies between the BOL and the Goods as delivered, you agree that we will not be liable for any claims arising from such discrepancies and that any additional Services we must provide because of such discrepancies will constitute a Change for which we may assess additional Fees under TOS Section12.

2. Inspection of Goods. Following the delivery of Goods to a Service Location but before our Standard of Care applies to such Goods, we will inspect the externally visible surfaces of Goods, in whatever configuration and/or form of packaging they are delivered to our Service Location, for any overages, shortages, and/or damages (altogether, "OS&D"). For the avoidance of doubt, unless the Parties have mutually agreed otherwise in their relevant Order, our OS&D does not include any Documentation of Latent Condition and/or Repair. We reserve the right to refuse to sign any BOL and/or accept possession of any Goods until you confirm in writing you have received the OS&D and provide us with direction as to how to proceed with overage, shortage, or damaged Goods in the OS&D. Subject to our mutual agreement, if you direct us to complete an Inventory Receipt and provide Services for Goods reported as overage, shortage, or damaged in the OS&D, you agree that we will not be liable for any OS&D claims relating to such Goods and that any additional Services we must provide because of the condition of the Goods as reported in the OS&D will constitute a Change for which we may assess additional Fees under TOS Section12.

3. Issuance of Goods Receipt Notice. After we have completed the processes detailed in TOS Sections 6(a)(1)-(2), we will issue you a written confirmation of the Goods for which we have completed the Inventory Receipt (each a "Goods Receipt Notice" or "GRN") at which point our Standard of Care will begin to apply to your Inventory. Unless you object to the accuracy of information stated in a GRN within two (2) Business Days of its issuance to you, our GRN will become final and binding on the Parties and supersede any BOL or other similarly purposed documentation concerning the Goods. Additionally, once our GRN becomes final and binding on the Parties, we will not be liable for any claims arising from the accuracy of information stated in the GRN, and any additional Services you request relating to Goods subject to the GRN will constitute a Change for which we may assess additional Fees under TOS Section12.

b. Inventory Release

1. You Submit an Inventory Release Request. To initiate an Inventory Release, you must submit a request to us in writing identifying the Goods to be included in the Inventory Release, the Transferee, and, subject to any Minimum Notice Requirement identified in the Parties' mutually agreed and relevant Order, the desired date and time for the Inventory Release. Please note you are solely responsible for the accuracy of the information in your Inventory Release request and for completing and submitting the same to us, as we will not accept Inventory Release requests from Transferees or perform Inventory Releases based on information provided by Transferees. For the avoidance of doubt, unless the Parties mutually agree otherwise in writing, the foregoing sentence also means that we will not verify the accuracy or completeness of any documentation about an Inventory Release that is presented by a Transferee, motor carrier, or other third-party to which you direct us to transfer possession of the Goods.

2. We Review and Approve the Inventory Release Request. Within a reasonable period after receiving your Inventory Release request, we will confirm in writing whether we can perform the Inventory Release based on the following criteria, as applicable:

    a. Verification of Inventory Release Details. We will perform an Inventory Release only after verifying to our satisfaction that the Goods are not otherwise subject to TOS Section 5(e) for Past Due Fees and that the Inventory of Goods is sufficient in quantity and type to fulfill your Inventory Release request. Please note that our Inventory of Goods as noted in our GRN will be the sole count applicable to Inventory Releases and supersedes any other documentation accompanying the Goods when delivered to us or information you possess.

    b. Transferee Enters into a Logistics Services Agreement. If you and/or the Transferee desire that we provide the Transferee with any Services for the transferred Goods as part of or following the Inventory Release, but the Transferee is not a party to a Logistics Solutions Agreement with us, the Transferee must enter into such an agreement before the Inventory Release.

8. Demurrage, Per Diem, and Other Ancillary Charges

a. Your Responsibility for Ancillary Charges; Additional Fees for Administering Ancillary Charges. You agree to pay for all demurrage, detention, per diem, storage, and/or other similar charges that a third party assesses and/or attempts to collect in connection with your status as an "agent", "consignee", "customer", "exporter", "importer", "shipper", or similar status concerning your Goods as those terms are defined under applicable laws, regulations, rules, tariffs, terms and conditions, and/or contracts between you and such third parties (altogether, "Ancillary Charges"). Accordingly, as necessary and applicable, you agree to execute documentation as necessary for us to notify the relevant third parties of your agreement to be directly billed and pay for Ancillary Charges during the Term (each an "Ancillary Charges Direct Billing Agreement"), and, subject to TOS Section 8(c) and without effect on TOS Section 11(a), you will indemnify us from and against all claims, demands, liabilities, suits, appeals, actions, assessments, fines, judgments, orders, investigations, and/or civil penalties or demands of any kind, including all directly incurred attorneys' fees, costs, and/or expenses, for Ancillary Charges. To the extent we are presented with and must allocate, pay for, or in any other way administer the payment of Ancillary Charges for which you are responsible to avoid adverse consequences for us or our other customers, we will assess additional administrative charges against you in an amount not less than fifteen (15%) percent of the amount of the Ancillary Charges.

b. CLG General Disclaimer of and Limited Responsibility for Ancillary Charges. Unless the Parties mutually agree otherwise in writing, CLG is solely responsible for its direct performance of Services and therefore not responsible nor will pay for any Ancillary Charges assessed against you, Contract Service Providers, and/or us in connection with the shipment, storage, and/or transportation of your Goods. The foregoing in this Section 8 notwithstanding, and without effect on the requirement for an Ancillary Charges Direct Billing Agreement, we agree to be responsible solely for that portion of any Ancillary Charges that, pursuant to TOS Section 15, you demonstrate you directly incurred solely because we failed to provide Services as mutually agreed in an Active Order or because of a CLG Standard of Care Failure (as defined in TOS Section 9(a)). If pursuant to TOS Section15, the Parties mutually agree CLG is responsible for some or all of the Ancillary Charges, we agree to issue you a credit in an amount equal to the Ancillary Charges that will be applicable against our invoices as mutually agreed; and, should this Agreement be terminated pursuant to TOS Section 3 before the credit is consumed, we will pay you the balance of the credit.

c. CLG Right to Invoice for Estimated Ancillary Charges; Additional Fees for Administering Ancillary Charges. If for any reason other than our failure to provide Services as mutually agreed in an Active Order and/or a CLG Standard of Care Failure, Ancillary Charges are incurred and assessed against us and/or our Contract Service Providers in connection with providing you Services pursuant to an Order, or certain, expected, or likely to be incurred and assessed against us and/or our Contract Service Providers and capable of being calculated, we reserve the right to invoice you and you agree to pay us for such Ancillary Charges. For demurrage and/or per diem Ancillary Charges assessed for storage and/or use of intermodal equipment

beyond its allotted free time, we will calculate the amount of estimated Ancillary Charges pursuant to the then-current Intermodal Association of North America's UIIA Equipment Providers Free Days and Per Diem/Use Charges Addenda or any similar and applicable or relevant source of information for calculating such Ancillary Charges. If after we have invoiced you for Ancillary Charges pursuant to this Section 8(c), additional Ancillary Charges about the same Order are assessed against us and/or our Contract Service Providers, we reserve the right to invoice you and you agree to pay such additional and substantiated amounts of Ancillary Charges.

9. Claims

a. Standard of Care Failure Claims Against CLG. If you possess evidence demonstrating that we failed to meet our Standard of Care (each such alleged failure being referred to as a "Standard of Care Failure Claim"), you must submit a completed and signed CLG Standard of Care Failure Claims Form to us no later than thirty (30) Calendar Days after, as applicable, either (i) the date on which we provided the Services for which you allege we failed to meet our Standard of Care resulting in damage to or loss of your Goods, or (ii) the date on which we performed Loading of the Goods affected by the alleged Standard of Care Failure (altogether, the "Standard of Care Failure Claims Deadline"). YOU AGREE ANY STANDARD OF CARE FAILURE CLAIMS THAT YOU FAIL TO SUBMIT BY THE STANDARD OF FAILURE CLAIMS DEADLINE ARE WAIVED REGARDLESS OF WHETHER ADDITIONAL TIME IS PROVIDED UNDER APPLICABLE LAW. FURTHER, ANY FORMAL DISPUTE PURSUANT TO TOS SECTION 15 FOR STANDARD OF CARE FAILURE CLAIMS SUBMITTED BY THE STANDARD OF CARE FAILURE CLAIMS DEADLINE MUST BE COMMENCED WITHIN TWELVE (12) MONTHS OF THE DATE ON WHICH YOU SUBMITTED YOUR STANDARD OF CARE FAILURE CLAIMS FORM OR THE STANDARD OF FAILURE CLAIMS WILL BE WAIVED REGARDLESS OF WHETHER ADDITIONAL TIME IS PROVIDED UNDER APPLICABLE LAW.

   If pursuant to TOS Section 15, the Parties mutually agree CLG is responsible for a Standard of Care Failure Claim, we agree to issue you at your election and as applicable, either one of the following remedies in exchange for your return of a signed CLG Standard of Care Failure Claims Settlement and Release of Liability Agreement to us:

   1. a cash payment in the Parties' mutually agreed amount; or,

   2. a credit in the Parties' mutually agreed amount applicable against our invoices as mutually agreed; and, if this Agreement is terminated pursuant to TOS Section 3 before the credit is consumed, we will pay you the balance of the credit.

b. Claims Against Contract Service Providers

   1. CLG Is Not Liable for Claims Against Contract Service Providers. Consistent with TOS Section 6(d), you agree that we will not be liable for damage, delay, destruction, and/or loss of Goods that occurs when Goods are in the control or possession of a Contract Service Provider hired to assist in the provision of Services and that you will file such claims with the responsible third parties (altogether, the "Contract Service Provider Claims"). Specifically, and for the avoidance of doubt, if we arrange for any portion of the Services to be provided by a Contract Service Provider that is a motor carrier, you agree we are facilitating the provision of that portion of the Services solely in the capacity of a broker that does not advertise the direct provision of transportation services. Further, under governing federal law, we, as a broker, are not liable for any Contract Service Provider Claims for damage to, loss, or non-delivery of Goods while in the possession of a Contract Service Provider that is a motor carrier providing the transportation portion of the Services. ACCORDINGLY, UNLESS CLG'S FAILURE TO SATISFY ITS STANDARD OF CARE IS THE CAUSE, WE WILL UNDER NO CIRCUMSTANCES ACCEPT OR PAY A CONTRACT SERVICE PROVIDER CLAIM ON BEHALF OF THE RESPONSIBLE CONTRACT SERVICE PROVIDER.

   2. How We Will Assist You in Resolving Contract Service Provider Claims. We agree to provide, at your request, reasonable assistance with resolving Contract Service Provider Claims as follows:

We will facilitate an introductory conference call with the relevant Contract Service Provider concerning the investigation and resolution of the Contract Service Provider Claim; and,

If the Contract Service Provider Claim is not resolved within one-hundred twenty (120) Calendar Days of the date of your claims notice to the Contract Service Provider, and you request our assistance, we will facilitate one (1) additional conference call with the Contract Service Provider to encourage prompt resolution of the Contract Service Provider Claim.

3. Contract Service Provider Claims Against Motor Carriers. Without effect on TOS Section 9(b), please note Contract Service Provider Claims against motor carriers are subject to all the motor carrier's terms and conditions as well as the Carmack Amendment, 49 U.S.C. § 14706 and 49 C.F.R. § 370.1 et seq., respectively. Accordingly, please be aware of the following time limitations for filing and responding to such claims as failure to do so will result in your Contract Service Provider Claim against the motor carrier being barred and the motor carrier no longer being liable for the alleged damage, loss, or non-delivery:

Deadline to Notify the Motor Carrier of a Contract Service Provider Claim		Lawsuit Filing Deadline[1]
Damaged or Lost Goods	Non-Delivered Goods	
Nine (9) months from the date of delivery	Nine (9) months from a reasonable time for delivery	Two (2) years from the date the motor carrier provides you with written notice that it is denying any part of your Contract Service Provider Claim

[1] Note, the Carmack Amendment prohibits motor carriers from establishing a deadline that is less than two (2) years from the date the claim arose. Consequently, most motor carriers establish a deadline of two (2) years from the date the claim arose.

Under the Carmack Amendment, motor carriers must resolve Contract Service Provider Claims according to the following timeline:

Duty	Time to Complete
Acknowledge receipt (49 C.F.R. § 370.5)	Thirty (30) Calendar Days from the date of receipt
Investigate (49 C.F.R. § 370.7)	One hundred twenty (120) Calendar Days from the date of receipt

c. Limitation of Liability

1. CLG Does Not Independently Insure Your Goods. You acknowledge, understand, and agree that we do not independently or by default insure any of your Goods for damage or loss. At your request, and as available from insurance providers, we will notify you of our Fees for providing Dedicated Coverage. We do not guarantee the availability of Dedicated Coverage or the amount of Fees due for Dedicated Coverage. For the avoidance of doubt, we will not provide any Dedicated Coverage unless mutually agreed in the Parties' relevant Order, and should this Agreement be terminated pursuant to TOS Section 3, you agree to pay us any balance of Dedicated Coverage Fees due for the effective period of the Dedicated Coverage.

2. Limitation on Liability for Standard of Care Failure Claims Against CLG. Given the disproportionate risks we manage in providing Services in contrast to the relatively brief period we possess Goods, as well as the fact that you are best positioned to understand the value of and independently insure your Goods against damage or loss, you understand that we must impose reasonable limits on our liability, including without limitation for our Standard of Care Failures. Accordingly, without effect on your rights under TOS Section 11, you agree we are not responsible for and that you will not assert claims against us under this Agreement or applicable law for any of the following:

    a. Claims for damage to or loss of Goods that could not have been avoided by the exercise of our Standard of Care;

b. Claims arising from Force Majeure Events;

c. Claims for damage to or loss of steamship line or other third parties' equipment or property for which we have not previously agreed to be responsible in writing;

d. Claims for Goods that arrive at a Service Location in a damaged or otherwise adversely affected condition or container, or that are damaged due to packaging, blocking, bracing, or securing of the Goods, unless such damage occurs due to the negligence of a Contract Service Provider transporting Goods to CLG in which case the claim will be resolved pursuant to TOS Section 9(b)(2) for which you direct or request us to perform Services;

e. Claims for damage to Goods, including without limitation their mechanical functions, delivered to our Service Locations having been previously assembled and/or contained or sealed unless such you can provide evidence demonstrating that such damage is the direct result of a Standard of Care Failure;

f. Claims arising from your gross negligence or willful misconduct or any consignor, consignee, or beneficial owner of the Goods;

g. Claims for alleged mysterious or unexplained disappearances or shortages, concealed shortages or damage, latent defects, inherent vice, or tampering of Goods that occur for any reason other than a Standard of Care Failure;

h. Claims for any shortages in outbound shipments of Goods that are tendered to your appointed motor carriers where there is no documented or previously communicated dispute regarding the Inventory Receipt and/or GRN; and,

i. Concerning any Standard of Care Failure claims for conversion of lost Goods, you agree that you must prove by affirmative evidence any allegations that we converted the allegedly lost Goods for our use, and that no presumption of conversion imposed by applicable law will apply.

CONSISTENT WITH ALL THE FOREGOING IN THIS SECTION 9(c), AND WITHOUT EFFECT ON YOUR RIGHTS UNDER SECTION 11 OF THIS AGREEMENT, YOU AGREE THAT OUR LIABILITY FOR ANY STANDARD OF CARE FAILURE CLAIMS WILL BE LIMITED TO THE LESSER OF EITHER THE REPLACEMENT VALUE OF THE GOODS OR FIFTY DOLLARS AND 00/100 ($50.00) PER ONE HUNDRED (100) POUNDS OF GOODS THAT ARE THE SUBJECT OF A STANDARD OF FAILURE CLAIM, ALL UP TO A MAXIMUM LIABILITY FOR ALL STANDARD OF CARE FAILURE CLAIMS DURING THE TERM OF TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) (altogether, the "Limitation of Liability"). ADDITIONALLY, GIVEN THE PURPOSE OF THE FOREGOING LIMITATION OF LIABILITY IN THIS SECTION 9(c)(2), YOU AGREE, INCLUDING ON BEHALF OF YOUR INSURERS, TO WAIVE ANY RIGHTS OF RECOVERY AGAINST US FOR ANY STANDARD OF CARE FAILURE CLAIMS IN EXCESS OF THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY INSURERS ASSERTING STANDARD OF CARE FAILURE CLAIMS AS SUBROGEES DO SO ON A PURELY DERIVATIVE BASIS AND ARE THEREFORE SUBJECT TO ALL TERMS OF THE AGREEMENT AND ANY DEFENSES AVAILABLE TO US UNDER THE AGREEMENT OR UNDER APPLICABLE LAW.

d. NO CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF A BREACH OF OR GENERAL NEGLIGENCE IN THE PERFORMANCE OF THIS AGREEMENT.

10. Representations and Warranties

a. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (i) it will comply with all laws and/or regulations applicable to its performance under this Agreement; (ii) as applicable, it is a duly organized, validly existing, and in good standing entity under the laws of the state in which it is incorporated; (iii) each individual executing, attesting, and/or delivering this Agreement is authorized to do so; (iv) this Agreement does not violate or constitute a default under any provisions of any

other instrument or agreement to which it is a party; and, (v) while on any premises of the other Party in connection with this Agreement, it and its employees, agents, subcontractors, and representatives, if any, will comply with the other Party's applicable general health, safety, and security policies and procedures whether posted on the premises or otherwise communicated to a Party.

b. Your Representations and Warranties

1. Title and Authority. You represent and warrant that you are and will be the lawful owner or possessor of, are authorized to transact in Goods pursuant to the terms of this Agreement, and, unless released pursuant to TOS Section 7, will retain title to Goods while we provide Services for those Goods.

2. Proper Identification When Dealing with Third Parties. You agree that we provide Services, as relevant, solely in the capacity of a "broker", "warehouseman", and/or "third-party intermediary" and that you receive Services in the capacity of an "agent", "consignee", "consignor", "exporter", "importer", and/or "shipper" of Goods, all as those terms are defined under applicable laws, regulations, rules, tariffs, terms and conditions, and/or contracts between you and such third parties (any such Goods for which we are incorrectly designated as having any of the foregoing capacities being referred to as "Misconsigned Goods"). Accordingly, you represent and warrant that you will be so designated in all relevant documents from and with third parties concerning your Goods, and to correct any such third parties' incorrect designation of CLG before delivery of the Misconsigned Goods to us or after being notified of the delivery of the Misconsigned Goods to us and that you will provide us with written confirmation of such correction. We reserve the right to refuse Inventory Receipt of Misconsigned Goods until you ensure the error is corrected, and you agree that any additional Services we must provide because of the Misconsigned Goods will constitute a Change for which we may assess additional Fees under TOS Section12.

3. Identification and Condition of Goods Upon Delivery

a. You represent and warrant that all Goods will be delivered to Service Locations in a segregated manner, clearly marked with all identifying and other information necessary to distinguish the Goods from other items, and appropriately packaged in compliance with all applicable federal, state, or local laws, ordinances, regulations, and/or statutes.

b. You represent and warrant that Goods will be delivered to our Service Locations having been appropriately loaded and packaged such that we may directly and safely access the Goods and provide Services within the scope of the Parties' mutually agreed and relevant Order. For the avoidance of doubt, the foregoing sentence means that if the Parties' mutually agreed and relevant Order states that Goods will be delivered to our Service Locations as being palletized, wrapped, and secured in a container (i.e., pallet-in, pallet-out) for Unloading and Loading by forklifts but are instead delivered to our Service Location having been poorly palletized or unsecured within the container such that we incur additional cost, effort, risk, time, etc. to Handle such Goods, we reserve the right to refuse to provide Services for the Goods and/or assess additional Fees for Changes pursuant to TOS Section 12. For the avoidance of doubt, if Goods are delivered to our Service Location in an inappropriately packaged or another manner that poses a risk to the environment and/or the health and safety of our employees, we may in our sole discretion refuse to provide Services for such Goods and remove the same from our Service Location pursuant to TOS Section 3(c).

c. You represent and warrant that you will, before or at the time of shipping or delivery, provide us or ensure we are provided with a BOL, manifest, and/or all such other documentation and/or information required for us to identify and account for Goods separate from other items at a Service Location as well as for us to provide Services in compliance with the Parties' mutually agreed and relevant Order.

d. You understand and agree that unless otherwise stated in the Parties' mutually agreed and relevant Order, we are not responsible for Documentation of Condition, Labeling, Packing, Picking, and/or Segregating Goods when providing Services.

e. You understand and agree that shipping or delivering of items other than Goods as defined in the Parties' mutually agreed and relevant Order (any such Goods being referred to as "Misidentified Goods") imposes costs and risks on us that we did not bargain to accept. Therefore you agree that, unless we previously agree otherwise in writing, we are entitled to refuse delivery of any Misidentified Goods, are not liable for OS&D claims for Misidentified Goods, and, if we discover Misidentified Goods in Inventory, that we may remove Misidentified Goods from a Service Location and take such actions concerning Misidentified Goods as authorized under TOS Section 3(c) and/or applicable law, as well as that you will be responsible for all costs of removing and/or disposing of Misidentified Goods from Service Locations.

4. Hazardous Materials. You represent and warrant that, unless the Parties mutually agree otherwise in an Order, none of the Goods for which we provide Services are or will be Hazardous Materials. You also understand that shipping or delivering of unauthorized Hazardous Materials imposes costs and risks on us that we did not bargain to accept and that we are entitled to refuse to accept delivery or receipt of any Hazardous Materials. If contrary to the foregoing sentence, we discover your Hazardous Materials in Inventory, you agree we may remove Hazardous Materials from a Service Location and take such actions concerning Hazardous Materials as authorized under TOS Section 3(c) and/or applicable law, as well as that you will be responsible to directly pay for or pursuant to TOS Section 11 indemnify us for all costs of removing and disposing of such unauthorized Hazardous Materials from Service Locations, including without limitation any related environmental cleanup and/or remediation pursuant to TOS Section 10(b)(5). If we agree to provide Services for Hazardous Materials in an Order, you understand we provide our employees with only that personal protective equipment ("PPE") and training as required under applicable local, state, and/or federal laws and regulations in our regular course of business, such as high visibility attire, safety glasses, ear protection, and fall protection, which may not be appropriate for your Hazardous Materials ("Ordinary PPE"). Accordingly, if the Services you wish for us to provide for your Hazardous Materials require specific PPE other than Ordinary PPE ("Specialized PPE") and training, you agree to provide us with all documentation, information, instructions, Specialized PPE, and/or training required to provide Services for your Hazardous Materials with no lesser degree of safety than that which you apply to such Hazardous Materials and is required under applicable local, state, and/or federal laws and regulations.

5. Environmental Remediation. Without effect on our rights under TOS Section 11, if, for any reason other than a CLG Standard of Care Failure, your Goods leak, spill, or otherwise deteriorate in condition to pose a risk to persons, property, and/or the surrounding environment in and around our Service Location, you represent and warrant that you will be responsible to directly pay for or reimburse us for all costs required to remediate any environmental contamination, degradation, and/or other adverse environmental effects to our Service Location and its surrounding environment as required to return any such affected areas to compliance with applicable leases as well as laws and regulations.

c. Our Representations and Warranties

1. Standard of Care. We represent and warrant that we will provide Services in compliance with our Standard of Care.

2. Insurance. We represent and warrant that we will maintain the following insurance coverages during the Term:

a. General Commercial Liability Insurance with a combined single limit of One Million Dollars and 00/100 ($1,000,000.00) per occurrence;

b. Commercial Auto Liability Insurance with a combined single limit of One Million Dollars and 00/100 ($1,000,000.00) per occurrence;

c. Warehouseman's Legal Liability with limits of liability not less than One Million Dollars and 00/100 ($1,000,000.00) per accident;

d. Excess Umbrella coverage of not less than One Million Dollars and 00/100 ($1,000,000.00) per occurrence;

e. Broad form contractual liability covering liabilities assumed by this Agreement; and,

f. Worker's compensation as required by law.

3. Assistance with Regulatory Compliance. At our sole discretion and availability, and subject to our right to assess additional Fees pursuant to TOS Section 12, we will provide you with reasonable assistance in complying with your regulatory compliance obligations applicable to the Services we provide you.

4. Disclaimer of All Other Warranties. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION 10(c), WE MAKE NO REPRESENTATIONS AND GRANT NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, UNDER THE AGREEMENT, AND WE SPECIFICALLY DISCLAIM ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR ANY WARRANTY AS TO NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES UNDER THIS AGREEMENT, NOR DO WE OTHERWISE GUARANTEE THE CONDITION OF GOODS UNDER ANY CIRCUMSTANCES.

11. Indemnification

a. Mutual Indemnification. Each Party (the "Indemnifying Party") agrees to indemnify, defend, hold harmless, and release the other Party and its Affiliates and their respective shareholders, directors, officers, and/or employees (the "Indemnified Parties") from and against all claims, demands, liabilities, suits, appeals, actions, assessments, fines, judgments, orders, investigations, and/or civil penalties or demands of any kind, including all directly incurred attorneys' fees, costs, and/or expenses from third parties for injury to or death of any person or damage to or loss of real property and improvements thereon or tangible personal property to the extent caused by or resulting from the Indemnifying Party's breach of its representations and warranties made pursuant to TOS Section 10, or the Indemnifying Party's gross negligence and/or willful misconduct in performance of its obligations under this Agreement or the gross negligence and/or willful misconduct of its employees (whether employed on a full-time equivalent or contract basis), agents or representatives, except to the extent (and then only to the extent) caused by the Indemnified Parties' breach of their representations and warranties made pursuant to TOS Section 10, or the Indemnified Parties' gross negligence and/or willful misconduct in performance of their obligations under this Agreement (all the foregoing types of covered matters being referred to as the "Indemnified Claims"). The foregoing in this Section 11(a) notwithstanding, the indemnification established under this Section 11(a) will not apply to claims arising under TOS Section 9.

b. Indemnification Procedure. The Indemnified Parties will notify the Indemnifying Party in writing within ten (10) Calendar Days after being served with Indemnified Claims (the "Indemnified Claims Notice"). If the Indemnified Parties fail to timely provide Indemnified Claims Notice, such failure will not adversely affect the Indemnified Parties' right to indemnification under this Section 11 unless the failure to timely provide the Indemnified Claims Notice materially and adversely affects the Indemnifying Party's liability, rights, and/or remedies concerning the Indemnified Claims. Promptly after receiving an Indemnified Claims Notice, the Indemnifying Party will retain legal counsel for and fully cooperate in the defense of the Indemnified Claims. If the Indemnifying Party fails to assume its obligations under this Section 11, the Indemnified Parties may engage legal counsel as well as any other professionals they deem necessary to prepare and present a proper defense to the Indemnified Claims and to thereafter require the Indemnifying Party to reimburse it for all costs and expenses incurred because of the Indemnified Claims.

12. Changes

This Agreement and the Parties' mutually agreed upon Orders may only be modified, amended, or waived as the Parties mutually agree in writing. If you request a modification to any terms of this Agreement and/or an Order or act in a manner that results in the same outcome as a change to the terms of this Agreement and/or an Order (each such request or act being referred to as a "Change"), you agree that we may, in our commercially reasonable discretion, accept or decline to implement the Change and reserve the right to not implement the Change until the Parties mutually agree in writing to any adjustments in Services, Fees, and any other terms required to implement the Change. The Parties further agree that, if you desire to receive the benefits of a Change before the Parties can mutually agree in writing to all terms and conditions associated with implementing the Change, we will inform you in writing of a not-to-exceed ("NTE") amount of Fees associated with implementing the Change and you must provide us with written authorization to proceed ("ATP") with implementing the Change subject to the NTE Fees before the Change will be implemented. Any Changes on which the Parties cannot mutually agree in writing within ten (10) Calendar Days will be resolved pursuant to TOS Section 15. For the avoidance of doubt, and unless the Parties have mutually agreed otherwise in writing to the contrary in an Order, nothing in this Section 12 limits CLG's right to adjust at any time during the Term the Fees it assesses for Services not subject to an Active Order, including without limitation Fees assessed for Chassis, Drayage and/or Over the Road Transportation (including related tolls), Raw Materials, and/or Storage.

13. Altering Inventory

If while Goods are in Inventory at one of our Service Locations you desire that we permit you and/or a third party to access and modify, repair, repackage, and/or in any other way alter Goods in Inventory (inclusive of the Goods' packaging, altogether, "Access to Alter Inventory"), you agree to release CLG as well as covenant and agree to defend, indemnify, and hold harmless CLG and its Affiliates, as well as their respective shareholders, directors, officers, employees, agents, and sub-contractors (collectively, the "Indemnitees") from and against any and all claims, demands, liabilities, fines, penalties, loss, damage, costs and expenses, including attorneys' fees, resulting from, arising out of, or related to Indemnitees' granting of Access to Alter Inventory, including without limitation any claims by you, your customers, and/or agents of either for death, personal injury, damage to or loss of Goods or other personal property, or damage to the environment, whether occasioned by negligence or otherwise.

14. Intellectual Property

a. Confidential Information. Each Party that receives Confidential Information under this Agreement (as the context requires, the "Receiving Party") from the Party that discloses the Confidential Information to the Receiving Party (as the context requires, the "Disclosing Party") agrees to protect the confidentiality of the Confidential Information and to not use, distribute, disclose, or disseminate all or any portion of the Confidential Information, either directly or indirectly by itself or to any third party, without the Disclosing Party's prior written consent. The foregoing in this Section 14(a) notwithstanding, a Receiving Party may use Confidential Information as required to perform this Agreement and may disclose Confidential Information to those of its Affiliates, contractors, service providers, directors, officers, and/or employees who have a need to know such information in connection with performing this Agreement and are bound by an obligation of confidentiality concerning such Confidential Information no less stringent than as established under this Agreement.

   The Receiving Party will be responsible for any breach of this Agreement by any of its Affiliates, contractors, service providers, directors, officers, and/or employees, and will promptly notify the Disclosing Party in writing upon learning of any unauthorized use or disclosure of the Confidential Information.

   Each Party will retain all right, title, and interest to or in its Confidential Information, such that, unless expressly granted in this Agreement, nothing in this Agreement will be interpreted as transferring to or conferring a license to the Receiving Party for use of the Disclosing Party's Confidential Information. Upon termination of this Agreement pursuant to TOS Section 3, the Receiving Party agrees to return or as practicable destroy all documents or materials containing Confidential Information in its possession, and

if requested by the Disclosing Party, to certify in writing to the Disclosing Party, within five (5) Business Days of receipt of the request, that all Confidential Information has so been returned or destroyed.

Confidential Information does not include any information which: (i) was in the public domain prior to the Disclosing Party's disclosure or later enters the public domain other than through the Receiving Party's breach of this Agreement; (ii) that the Receiving Party had knowledge of prior to the Disclosing Party's disclosure; (iii) that the Receiving Party lawfully obtained from a third party not under an obligation of confidentiality with respect to such information; (iv) that is required to be disclosed pursuant to judicial action or government regulation, provided the Receiving Party notifies the Disclosing Party of such required disclosure within a reasonable period prior to the disclosure such that the Disclosing Party has an opportunity to contest such disclosure and/or take action to ensure confidential treatment of such information, with the Receiving Party agreeing to reasonably cooperate with the Disclosing Party if the Disclosing Party elects to legally contest such disclosure; (v) that the Receiving Party independently developed without reliance on the Disclosing Party's Confidential Information; or (vi) that the Disclosing Party in writing approves the Receiving Party to disclose without restriction.

b. Intellectual Property. Each Party will retain ownership of its Intellectual Property, whether previously in existence or discovered during the Term, that the Party disclosing the Intellectual Property (as the context requires, the "IP Disclosing Party") discloses to the Party receiving the Intellectual Property (as the context requires, the "IP Receiving Party") for purposes of this Agreement. Unless expressly stated in this Agreement, nothing in this Agreement will effectuate a transfer or otherwise be construed to confer any license of the IP Disclosing Party's Intellectual Property to the IP Receiving Party.

c. Residual Rights. Each Party acknowledges that, subject to the confidentiality provisions of this Agreement, the other Party and its employees may utilize for any purposes any information in a non-tangible form that is or may be retained in the personal memory by persons who provide Services or otherwise have access to Confidential Information, including ideas, concepts, knowledge, or techniques. Nothing contained in this clause will relieve either Party of its obligations under this Agreement concerning the other Party's Confidential Information and/or Intellectual Property.

d. Non-Solicitation. Unless the Parties previously agree otherwise in writing, during the Term and for one (1) year following termination pursuant to TOS Section 3, each Party agrees not to directly or indirectly divert, entice, recruit, solicit, hire, or attempt to divert, entice, recruit, solicit, or hire, any person employed by the other Party in performing this Agreement without the other Party's prior written consent.

e. Press Releases. Each Party agrees to obtain the other Party's written consent before publishing any press release, making any other public announcement, or otherwise communicating with any news media concerning the subject matter, terms, and/or performance of this Agreement. The foregoing in this Section 14(e) notwithstanding, nothing in this Agreement will prevent either Party from promptly making all required filings in compliance with federal, state, or local laws, ordinances, regulations, and/or statutes applicable to its performance under this Agreement.

f. Limited License to Use Marks. During the Term, each Party grants (as the context requires, the "Licensor") to the other Party (as the context requires, the "Licensee") a royalty-free, non-exclusive, non-transferable license to use a Party's name, logos, trademarks, and/ or service marks (altogether, the "Marks") to inform others that Licensee is a customer or service provider of Licensor (collectively, the "Permitted Uses"). The Parties agree that Licensee will benefit from having others see the Marks associated with Licensor, and that Licensor will benefit from the fact that the Marks, as used by Licensee, will promote Licensor. Accordingly, in support of accomplishing the purposes of this Section 14(f), Licensor will upon request provide Licensee with copies of the Marks in an appropriate format to enable the use of the Marks as permitted under this Agreement.

15. Dispute Resolution

Without effect on their rights pursuant to TOS Section 3, the Parties agree to resolve any disputes arising under this Agreement via amicable business discussions according to the escalation process detailed below in this Section 15, each level of which may include participants from prior levels as the Parties mutually agree will be beneficial to resolution, and any levels or periods of which the Parties may mutually agree to bypass, modify, and/or expedite.

If the Parties cannot resolve the dispute within thirty (30) Calendar Days of the first written notice of the same, the Parties agree to proceed to resolve the dispute first by submitting it to non-binding mediation within the next thirty (30) Calendar Days, and if they fail to reach an amicable resolution via mediation, then to proceed to binding arbitration within thirty (30) Calendar Days after their final mediation session, with any mediation and/or arbitration to be held in Savannah, Georgia. The Parties may mutually agree to mediate and/or arbitrate any single issue or dispute arising under this Agreement without terminating the same.

Any arbitration will be administered by one (1) mutually selected American Arbitration Association ("AAA") arbitrator of appropriate expertise and conducted pursuant to the AAA's Commercial Arbitration Rules (including all amendments, the "AAA Rules"). The Parties mutually agree to delegate to the arbitrator exclusive jurisdiction over the entire matter in dispute, including without limitation any question as to whether the matter is arbitrable, as well as to the existence, scope, or validity of this Agreement and its arbitration provisions. Judgment on the award rendered by the arbitrator will be binding on the non-prevailing Party and may be entered and enforced by the prevailing Party in any court having jurisdiction over the non-prevailing Party. The costs of arbitration will be apportioned among the Parties as set forth in the AAA Rules.

If the arbitration award is appealed and the appealing Party does not prevail on all counts, the appealing Party will pay all attorneys' fees of the nonappealing Party incurred by the non-appealing party related to the arbitration and appeals. If either Party refuses to participate in the arbitration process, the other Party will have the right, pursuant to Title 9, Section 9-9-6 of the Georgia Code Annotated, to apply to the Superior Court of Chatham County, Georgia, to enforce the terms of this Section 15. This Agreement and any disputes arising under this Agreement including any subjected to mediation and/or arbitration will be governed by the laws of the State of Georgia without regard to its conflicts of laws rules.

Level	Duration	Our Participants	Your Participants
Level 1	10 Calendar Days	Business or Solutions Development Manager	Your Relevant Counterparts
Level 2	10 Calendar Days	Chief Operating Officer Chief Financial Officer Internal/External Legal Counsel	
Level 3	10 Calendar Days	Chief Executive Officer	

The Parties agree that, pending resolution of any dispute pursuant to this TOS Section 15, they will continue to perform all their obligations under this Agreement, and will not engage in work stoppages, withholding or setoff of payments, or any other actions constituting a Default under TOS Section 3(b).

16. Miscellaneous

a. Assignment. Neither Party may assign this Agreement in whole or in part without the other Party's prior written consent, which will not be unreasonably withheld; provided, however, that either Party may assign its rights under this Agreement to a successor in interest resulting from any merger, reorganization, consolidation, or as part of a sale of all or substantially all of its assets. Nothing contained in this Section 16 will prevent either Party from mortgaging its rights under this Agreement as security for its indebtedness, but any such mortgage will be subordinate to the Parties' rights and obligations under this Agreement.

b. Force Majeure. Neither Party will be liable for failure to or delay in performing under this Agreement when the affected Party is unable to do so solely because of a Force Majeure Event and not because the Party failed to take reasonable measures to protect itself against such circumstances or to develop and maintain reasonable contingency plans to respond to such a Force Majeure Event. A Party whose

performance under this Agreement is or will be affected by a Force Majeure Event must notify the other Party of its failure to perform or delay in performing no later than five (5) Calendar Days after the first Business Day on which the notifying Party is affected by a Force Majeure Event, with such notice describing the Force Majeure Event, any actions the notifying Party has taken to mitigate its impacts, and when the notifying Party expects to be able to resume performing all of its obligations under this Agreement. While a Party is unable to perform under this Agreement because of a Force Majeure Event, the Parties agree to collaborate as necessary to continue performing this Agreement, including tolling enforcement of periods for performance defined under this Agreement and, as feasible, not to cancel but reschedule the relevant performance to a mutually agreed upon date.

c. Independent Contractor. You agree we are entering into this Agreement as an independent contractor and that, unless the Parties mutually agree otherwise in their relevant Order, we will exclusively control our employees, equipment, and facilities involved in the provision of Services. Accordingly, each Party agrees it is responsible, as applicable, for all compensation, insurance, and taxes concerning its employees as well as Contract Service Providers as required under local, state, and/or federal laws and regulations. Nothing in this Agreement will be interpreted as creating any relationship of principal and agent, partnership, or joint venture between the Parties, nor will either of the Parties represent the same to any third party.

d. Non-Exclusivity. The Parties agree that this Agreement is non-exclusive as to the Parties, such that we may provide similar services to other customers, and you may obtain similar services from other providers.

e. Notices. All notices under this Agreement will be in writing and delivered either (i) personally, (ii) by regularly scheduled express courier, (iii) by United States mail, registered or certified with return receipt requested, properly addressed and with the full postage prepaid, or (iv) by email with read receipt to each Party's designated recipient as listed on the signature page of this Agreement.

f. No Waiver. A Party's failure to insist on strict performance of any of the obligations of the other Party under this Agreement or to exercise any of its rights under this Agreement will not be construed as a waiver of the same under this Agreement.

g. Rules of Interpretation. Unless the context otherwise clearly requires: (i) a term has the meaning assigned to it; (ii) "or" is not exclusive; (iii) wherever from the context it appears appropriate, each term stated in either the singular or the plural includes the singular and the plural, and pronouns stated in either the masculine, feminine, or neuter includes the masculine, feminine, and neuter; (iv) provisions apply to successive events and transactions; (v) all references in this Agreement to "include" or "including" or similar expressions will be deemed to mean "including without limitation"; (vi) all references in this Agreement to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Agreement; and, (vii) any definition of or reference to any agreement, instrument, document, statute, or regulation in this Agreement will be construed as referring to such agreement, instrument, document, statute, or regulation as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications stated in this Agreement). The Parties are knowledgeable in the subject matters of this Agreement and enter into this Agreement fully understanding and relying upon the economic and legal bargains established in this Agreement, such that this Agreement will be interpreted and construed fairly and impartially without regard to such factors as the Party that drafted it or the Parties' relative bargaining power.

h. Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part will be severed from the remainder of this Agreement and all other provisions will continue in full force and effect as valid and enforceable.

i. Survival. The provisions of this Agreement that must survive to give proper effect to its intent will survive its expiration or earlier termination, and in any case, including but not limited to TOS Sections 2, 3, 5, 8 through 11, and 14 through 16.