

Storage Agreement Terms and Conditions

These STORAGE AGREEMENT TERMS AND CONDITIONS (these “**Terms and Conditions**”) contain the terms and conditions that govern the Storage Agreement (as amended and/or restated from time to time, the “**Storage Agreement**) entered into by and between CC3 Solutions, LLC (“**CC3**”) and the customer identified in the Storage Agreement (“**Customer**”, and together with CC3, the “**Parties**”, and each, a “**Party**”).

1. Provision of Storage and Related Services.

(a) CC3 shall provide storage services (the “**Services**”) for small electronic goods (the “**Goods**”) on behalf of Customer, which are tendered for storage by Customer from time to time under the Agreement (as defined below) and acceptable to CC3. CC3 shall provide the Services in its facility (“**Warehouse**”).

(b) If CC3 provides additional services, it shall provide them (i) for the additional fees set forth in Section 7(f), and (ii) solely as agent for Customer, and not as a bailee or warehouseman.

(c) These Terms and Conditions, as amended and/or restated from time to time, together with the Storage Agreement (collectively, the “**Agreement**”), constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(d) Customer acknowledges that CC3 will only issue non-negotiable warehouse receipts.

(e) The Parties acknowledge and agree that if there is any conflict between the terms and conditions of these Terms and Conditions and the terms and conditions of any Storage Agreement, these Terms and Conditions supersede and control.

2. Tender of Goods for Storage.

(a) Customer represents and warrants that it is the owner or has lawful possession of the Goods and all right and authority to store them with CC3 and thereafter direct the release and/or delivery of the Goods. Customer shall (i) tender any Goods for storage only during CC3’s business hours for the Warehouse; (ii) tender all Goods to the Warehouse properly marked and packed for storage and handling; (iii) provide CC3 with information concerning the Goods that is accurate, complete, and sufficient to allow CC3 to comply with all laws and regulations concerning the storage, handling, processing, and transportation of the Goods; and (iv) furnish at or prior to tender of the Goods for storage a manifest in a form approved by CC3 listing any categories of Goods, brands or sizes to be separately kept and accounted for, and the types of storage and other services requested.

(b) CC3 may refuse to accept any goods for storage. Before tendering Goods that require specialized handling or which are dangerous or hazardous, Customer shall identify such goods and special handling requirements to CC3 in writing and CC3 may decline to store such goods. Customer is solely responsible for providing complete and accurate handling and storage instructions for any nonconforming Goods, including any applicable safety procedures. If CC3 accepts any such nonconforming Goods for storage, Customer agrees to rates and charges as may be assigned and invoiced by CC3 as well as all terms and conditions of the Agreement.

(c) For all Goods shipped to the Warehouse, Customer shall ensure that the bill of lading or other contract of carriage ("**Transportation Contract**") as well as all declarations to government regulatory agencies (i) identify Customer as the named consignee, in care of CC3, and (ii) do not identify CC3 as the consignee. If any Goods are shipped to the Warehouse naming CC3 as named consignee on the Transportation Contract, Customer shall promptly notify the carrier in writing that CC3 is (i) the "in care of party" only and (ii) does not have any beneficial title or interest in the Goods. CC3 may refuse to accept any Goods tendered for storage in violation of this provision and shall not be liable for any loss or damage to, or misconsignment of, such Goods. Whether CC3 accepts or refuses goods shipped in violation of this Section 2, Customer agrees to indemnify and hold CC3 harmless from all claims for transportation, storage, handling, and other charges relating to such goods, including surcharges, undercharges, rail demurrage, truck/intermodal detention, and other charges of any nature whatsoever. Customer further agrees to indemnify, defend, and hold CC3 harmless from any costs, liabilities, actions, penalties, or expenses of any kind associated with the improper declaration of CC3 as consignee.

3. Indemnity. Customer shall indemnify, defend, and hold harmless CC3 and its officers, directors, managers, members, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including undercharges, rail demurrage, truck/intermodal detention, or related charges and attorneys' fees, fees and the costs of enforcing any right to indemnification under these Terms and Conditions and the cost of pursuing any insurance providers, incurred by Indemnified Party arising out of or relating to any claim of a third party or CC3 arising out of or relating to the Services, from Customer's failure to comply with any applicable federal, state, or local laws, regulations, or codes, or from Customer's negligence, recklessness, willful misconduct, or breach or non-fulfillment of any representation, warranty, or covenant of the Agreement (each a "**Warehouse Claim**"). Customer shall not enter into any settlement of a Warehouse Claim without CC3's or Indemnified Party's prior written consent.

4. Access and Release of Goods.

(a) Customer shall provide CC3 three (3) days' written instructions (each, a "**Release Order**") if it desires to order any Goods released from the Warehouse. Subject to receipt of such Release Order and payment of all outstanding storage and other fees, CC3 shall release the requested Goods to Customer or its designee upon return of the

warehouse receipt or receipts issued for the applicable Goods, together with the applicable Release Order, signed by Customer.

(b) Customer shall give CC3 a reasonable time after CC3's receipt of Customer's written instructions to carry out Customer's instructions to release the Goods to Customer or its designee. CC3 may without liability rely on any information contained in any Release Order or other communication from Customer. Customer shall be responsible for all shipping, handling, and other charges assessed by carriers and/or third parties in connection with the delivery and/or other shipment of the Goods. A Release Order providing instructions to transfer Goods on the books of CC3 to any other depositor of goods in the Warehouse will not be effective until such Release Order is delivered to and accepted by CC3. The depositor of record shall be responsible for all charges up to the time the actual transfer of the applicable Goods is made. When Goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date for the transferee will be established effective on the date of transfer.

5. Transfer of Goods. CC3 may, without notice: (a) move any or all Goods in storage from the Warehouse to any of the other storage facilities owned or leased by CC3; and/or; (b) move any or all of the Goods from one location within the Warehouse or other warehouse in which the Goods are stored to another location within the same facility.

6. Warehouse Lien. CC3 shall have a lien on the Goods and upon the proceeds from the sale thereof to secure Customer's payment of all fees, charges, and expenses hereunder in connection with the storage, transportation, preservation, and handling of the Goods as well as for like charges and expenses in relation to any other goods whenever deposited with CC3 by Customer. CC3 may enforce this lien at any time, including by selling all or any part of the Goods in accordance with applicable law.

7. Storage and Handling Charges.

(a) The Goods are deemed to be received on the date that CC3 accepts care, custody, and control of the Goods, regardless of unloading date or the date warehouse receipt is issued.

(b) If the Storage Agreement indicates that the Goods will be stored on a month-to-month basis:

(i) Customer shall pay the storage charges and service fees at the rates set forth on CC3's Rate Sheet in effect at the time such charges accrue or the services are performed. All charges for storage are per reserved (whether or not actually utilized by Customer) shelving rack (or half thereof), or other unit specified on CC3's Rate Sheet in effect at the time, per month. CC3 may, at any time and from time to time, revise its rates during the time the Goods are in storage, with such revisions to be effective with respect to Customer beginning

with the calendar month after which the revisions are made. The current Rate Sheet shall be provided upon request by Customer.

(c) If the Storage Agreement indicates that the Goods will be stored on a one (1) year basis:

(i) Subject to CC3's right to revise its rates for a Renewal Term (as described below), Customer shall pay the storage charges and service fees at the rates set forth on the Storage Agreement. All charges for storage are per reserved (whether or not actually utilized by Customer) shelving rack (or half thereof), or other unit specified in the Storage Agreement. At least forty-five (45) days prior to the commencement of any Renewal Term (as defined below), CC3 may revise its rates, with such revisions to be effective with respect to Customer beginning with said Renewal Term.

(d) Notwithstanding the above, if Customer's storage exceeds the rack space that is reserved per the Storage Agreement, with respect to such excess Goods, (i) a full month's storage charge will apply to all Goods received between the first and the 15th, inclusive, of a calendar month; (ii) one-half month's storage charge will apply to all Goods received between the 16th and last day, inclusive, of a calendar month; and (iii) a full month's storage charge will apply to all Goods in storage on the first day of a calendar month. With respect to such excess Goods, Customer shall pay the storage charges and service fees at the rates set forth on CC3's Rate Sheet in effect at the time such charges accrue or the services are performed.

(e) Whether the Storage Agreement indicates that the Goods will be stored on a month-to-month basis or on a one (1) year basis (as applicable, the "**Initial Term**"), upon expiration of the Initial Term, the Agreement shall automatically renew for successive terms of time equal to the duration of the Initial Term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either Party provides written notice of nonrenewal at least thirty (30) days prior to the end of the then-current Term, or unless sooner terminated as provided in Section 12. If the Term is renewed for any Renewal Terms pursuant to this Section, the terms and conditions of the Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the amounts payable under the Agreement by Customer as provided in these Terms and Conditions. If either Party provides timely notice of its intent not to renew the Agreement, then, unless otherwise sooner terminated in accordance with its terms, the Agreement shall terminate on the expiration of the then-current Term.

(f) Handling charges cover the ordinary labor involved in receiving Goods at the warehouse door, placing Goods in storage, and returning Goods to the warehouse door for pickup. Handling charges are due and payable on receipt of Goods and shall be at the rates set forth on CC3's Rate Sheet in effect at the time such charges accrue or the services are performed. Unless otherwise agreed in writing, labor for unloading and loading Goods will be subject to a charge. Additional expenses incurred by CC3 in

receiving and handling damaged Goods, and additional expenses in unloading from or loading into cars or other vehicles not at warehouse door will be charged to the Customer. Labor and materials used in loading rail cars or other vehicles are chargeable to Customer. When Goods are ordered out in quantities less than in which received, CC3 may include an additional charge for each order or each item of an order. CC3 shall not be liable for any demurrage or detention, any delays in unloading inbound cars, trailers or other containers, or any delays in obtaining and loading cars, trailers, or other containers for outbound shipment unless CC3 has failed to exercise reasonable care. Additional charges apply to other specified services at the rates set forth on CC3's Rate Sheet in effect at the time such charges accrue or the services are performed, and will be separately billed as such services are performed.

(g) All charges are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs, and taxes; provided, that Customer shall not be responsible for any taxes imposed on, or with respect to, CC3's net income, revenues, gross receipts, personnel, or real or personal property.

(h) If CC3 pays any lawful transportation charges on behalf of Customer, Customer shall promptly reimburse CC3 for such charges, and in any case within five (5) business days after receiving an invoice for such charges from CC3.

8. Payment Terms. Customer shall pay all storage charges on a monthly basis in advance for (i) the initial month or partial month on the first day of storage and (ii) each succeeding month on the first day of such month. All charges for other Services are due and payable within ten (10) days from the date of invoice; provided that charges related to an entire lot of Goods shall be due and payable at the time the entire lot of Goods is removed from Storage. For the avoidance of doubt, (i) a full month's storage charge will apply to all Goods received between the first and the 15th, inclusive, of a calendar month; (ii) one-half month's storage charge will apply to all Goods received between the 16th and last day, inclusive, of a calendar month; and (iii) a full month's storage charge will apply to all Goods in storage on the first day of a calendar month. Customer shall make all payments hereunder by wire transfer, check, ACH, or credit card (though any processing fee charged by the credit card company shall be charged to Customer) and in US dollars. Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated and compounded daily from the date due until paid in full. Customer shall reimburse CC3 for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under the Agreement or at law (which CC3 does not waive by the exercise of any rights hereunder), CC3 shall be entitled to suspend the release of any Goods or cease performance of any services if Customer fails to pay any amounts when due hereunder. In addition, CC3 reserves the right to require payment in full of all amounts owed by Customer in advance of the release of the related Goods. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with CC3 (or any affiliate thereof), whether relating to CC3's (or any of its affiliates') breach, bankruptcy, or otherwise.

9. Limited Warranty.

(a) CC3 shall not be liable for any loss or damage to the Goods tendered, stored, or handled, however caused, unless such loss or damage resulted from the failure by CC3 to exercise the level of care with regard to the Goods that a reasonably careful person would have exercised under the circumstances. CC3 is not liable for damages which could not have been avoided by the exercise of such care.

(b) CC3 shall be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods only if Customer establishes such loss occurred because of CC3's failure to exercise the care required of CC3 under Section 9(a). Any presumption of conversion under applicable law shall not apply to a loss with respect to any Goods, and a claim for conversion must be established through affirmative evidence that CC3 converted the Goods to its own use. Customer shall permit CC3 to inspect any damaged Goods for which a claim is submitted hereunder.

(c) CC3 shall not be liable for any breach of this Section 9 unless (i) Customer gives written notice to CC3 of any claim within fifteen (15) days after release of the Goods by CC3 or (ii) Customer is notified by CC3 that loss or damage to part or all of the Goods has occurred, as the case may be, reasonably described. No lawsuit or other action may be maintained by Customer against CC3 for loss or damage to the Goods unless a timely written claim has been given by Customer as provided in the previous sentence and unless such lawsuit or other action is commenced no later than the earlier of: (x) six (6) months after the date of delivery of the Goods to Customer or its nominee by CC3 or (y) six (6) months after Customer is notified by CC3 that loss or damage to part or all of the Goods has occurred.

(d) IN NO EVENT SHALL CC3'S LIABILITY UNDER THIS SECTION 9 EXCEED (I) THE ACTUAL COST TO REPAIR, RESTORE AND/OR REPLACE ANY DAMAGED GOODS, OR (II) FIFTY (50) CENTS PER DAMAGED GOOD, WHICHEVER IS LESS. THE REMEDIES SET FORTH IN THIS SECTION 9 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CC3'S ENTIRE LIABILITY FOR ANY BREACH OF CC3'S OBLIGATIONS SET FORTH IN THIS SECTION 9.

10. Limitation of Liability. **IN NO EVENT SHALL ANY INDEMNIFIED PARTY BE RESPONSIBLE OR LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE WHATSOEVER AND HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THE SERVICES OR ANY BREACH OF ANY PROVISION OF THE AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE**

THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL CC3'S AGGREGATE LIABILITY UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, CC3'S LIABILITY UNDER SECTION 9 OF THESE TERMS AND CONDITIONS, EXCEED THE TOTAL OF THE AMOUNTS PAID TO CC3 FOR THE SERVICES RENDERED HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

In the case of loss or damage to Goods for which CC3 is not liable, Customer shall be responsible for all charges incurred in removing and disposing of such Goods, including any environmental clean-up and remediation costs related to such Goods and their removal and disposal.

11. Insurance.

(a) CC3 does not represent or warrant that the Warehouse or the contents of the Warehouse cannot be destroyed by fire or any other cause. CC3 will not be required to maintain a watchman or a sprinkler system, and Customer acknowledges that CC3's failure to do so will not constitute negligence under Section 9(a) or otherwise. Goods are not insured by CC3 for the benefit of Customer against fire or other casualty.

(b) Customer shall, at its own expense, maintain and carry insurance in full force and effect against fire or other casualty in a sum no less than the replacement cost of the Goods with financially sound and reputable insurers. Upon CC3's request, Customer shall provide CC3 with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in the Agreement. The certificate of insurance shall name CC3 as an additional insured. Customer shall provide CC3 with thirty (30) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Customer shall require its insurer to waive all rights of subrogation against CC3's insurers and CC3.

12. Termination.

(a) In addition to any remedies that may be provided under the Agreement, CC3 may terminate the Agreement with immediate effect upon written notice to Customer, if: (i) Customer fails to pay any amount when due under the Agreement; (ii) Customer has not otherwise performed or complied with its obligations under any of the provisions contained in the Agreement, in whole or in part; (iii) Customer becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; (iv) the Goods are a hazard to other property within the Warehouse or to the Warehouse itself or to persons as a result of the quality or condition of the Goods; or (v) the Goods are about to deteriorate or decline in value to less than the amount of the warehouse lien set forth in Section 6.

(b) Customer may, upon no less than ten (10) days' written notice to CC3, terminate the Agreement for convenience before expiration, but if Customer does so (or if CC3 terminates the Agreement early pursuant to Section 12(a) above), then, as consideration for Customer's right to so terminate the Agreement for its convenience, and in addition to any outstanding fees and other amounts owed at termination, Customer shall pay to CC3 an early termination fee equal to the anticipated charges and fees for the remainder of the Term (the "**Termination Fee**"). The Parties intend the Termination Fee to be liquidated damages constituting compensation and not a penalty. The Parties acknowledge and agree that damages resulting from termination pursuant to this Section 12(b) would be impossible or very difficult to accurately estimate, and that the Termination Fee is a reasonable estimate of the anticipated or actual harm that may arise from such termination. Customer's payment of the Termination Fee is Customer's sole liability and entire obligation and CC3's exclusive remedy for any termination by Customer under this Section 12(b).

(c) If the Agreement is terminated for any reason, Customer shall promptly arrange the removal of all Goods from the Warehouse, subject to payment of all outstanding fees and charges due hereunder. If Customer does not promptly remove such Goods, CC3 may without liability remove the Goods and sell the Goods at public or private sale without advertisement and with or without notification to all persons known to claim an interest in the Goods (to the last known place of business of the person to be notified) in the manner provided by law. If CC3, after a reasonable effort, is unable to sell the goods, it may dispose of them without liability in any lawful manner.

13. Waiver. No waiver by CC3 of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by CC3. No failure by CC3 to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise by CC3 of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations of Customer to make payments to CC3 hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of the Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and/or (i) other events beyond the control of the Impacted Party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume

the performance of its obligations as soon as reasonably practicable after the removal of the cause. If CC3 has been unable to remove/deliver the Goods due to any reason falling within this Section 14, such Goods shall be subject to storage charges until such Goods are actually removed/delivered.

15. Third-Party Beneficiaries. Except as otherwise provided in this Section, the Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these terms. Notwithstanding the foregoing, all limitations upon, and exceptions and defenses to, liability granted to CC3 shall be automatically extended to all parent, subsidiary, and affiliated entities and all subcontractors of CC3 and the owners, members, directors, managers, officers, employees, and agents of each of the foregoing. Customer agrees that CC3's officers, directors, managers, members, employees, agents, affiliates, successors, and permitted assigns are third-party beneficiaries of Section 3 of these Terms and Conditions.

16. Choice of Law and Forum. All matters arising out of or relating to the Agreement are governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Missouri. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in the United States District Court for the Eastern District of Missouri or the courts of the State of Missouri located in the County of St. Louis, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

17. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THE AGREEMENT, INCLUDING EXHIBITS AND OTHER ATTACHMENTS TO THE AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING ANY EXHIBITS AND OTHER ATTACHMENTS TO THE AGREEMENT, AND THE TRANSACTIONS CONTEMPLATED HEREBY.

18. Survival. Subject to the limitations and other provisions of the Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of the Agreement; and (b) Sections 3, 6, 10, 16, and 17 of these Terms and Conditions, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of the Agreement.

19. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under the Agreement must be in writing and addressed to the other Party at its address set forth in the Storage Agreement (or to such other address that the receiving Party may

designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Agreement, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

20. Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any specific situation or jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other situation or jurisdiction.

21. Amendments. No amendment to or modification of the Storage Agreement is effective unless it is in writing and signed by an authorized representative of each Party; provided, however, that CC3 retains the right to unilaterally modify these Terms and Conditions at any time and from time to time.

22. Cumulative Remedies. All rights and remedies provided in the Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the previous sentence, the Parties intend that (i) Customer's rights under Section 9 are Customer's exclusive remedies for the events specified therein and (ii) CC3's rights under Section 12(b) are CC3's exclusive remedies for the events specified therein.

23. Assignment. Customer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under the Agreement without the prior written consent of CC3. Any purported assignment or delegation in violation of this Section 23 shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations hereunder. CC3 may at any time assign, transfer, or subcontract any or all of its rights or obligations under the Agreement without Customer's prior written consent.

24. Successors and Assigns. The Agreement is binding on and inures to the benefit of the Parties to the Agreement and their respective permitted successors and permitted assigns.

25. Counterparts. The Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 19, a signed copy of the Agreement delivered by facsimile or email or other means of electronic transmission shall be given the same legal effect as delivery of an original signed copy of the Agreement.

26. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, franchise, business trust, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from the Agreement.