

COTTONSHIPPING SERVICE GENERAL SUBSCRIPTION

Last Modified: April 25, 2024

This CottonShipping Service General Subscription (this "**Agreement**") is intended for electronic execution by persons who are not current licensees of EWR, Inc.'s cotton warehouse software. It sets forth the terms of agreement by and between EWR, Inc. ("**EWR**," "**we**," or "**us**") and the person ("**Subscriber**") on whose behalf you are acting. This Agreement governs access to and use of EWR's web-based CottonShipping service by Subscriber to make certain information regarding its shipping orders and available shipping capacity.

THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK THE "I ACCEPT" BUTTON BELOW (the "**Effective Date**"). BY CLICKING ON THE "I ACCEPT" BUTTON BELOW YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF SUBSCRIBER AND HAVE THE RIGHT, POWER, AND AUTHORITY TO BIND SUBSCRIBER; (C) REPRESENT AND WARRANT THAT YOU ARE WITHIN THE TERRITORIAL BOUNDARIES OF THE UNITED STATES OF AMERICA; AND (D) ACCEPT THIS AGREEMENT AND AGREE THAT SUBSCRIBER IS LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS ON BEHALF OF SUBSCRIBER, SUBSCRIBER MAY NOT ACCESS OR USE THE COTTONSHIPPING SERVICE.

1. Definitions.

A. "**Authorized User**" means an individual who is an officer, employee, representative or agent of Subscriber who Subscriber has authorized to access the CottonShipping Service solely for Subscriber's benefit.

B. "**CottonShipping Service**" means the EWR's web-based service publishing certain information shared by its EWR Cotton Warehouse Software Licensees regarding their shipping orders, such as their status (ready, shipped, or scheduled) and their availability to ship cotton. EWR's website is available at www.CottonShipping.com.

C. "**Crop Year**" means, for purposes of this Agreement, the twelve-month period that starts July 1st each year and ends twelve months later on June 30th of the following calendar year.

D. "**Customer**" means an EWR warehouse subscriber to the CottonShipping Service that is party to a valid and existing warehouse software license from EWR, and the subscriber's managers, officers, employees and representatives.

E. "**Customer Data**" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of a Customer through or to the CottonShipping Service for access by EWR and Subscribers.

F. **"EWR IP"** means the CottonShipping trademark, website, related services, database, EWR's Confidential Information and all intellectual property provided to Subscriber in connection with the foregoing. For the avoidance of doubt, EWR IP, includes, without limitation, any information, data, or other content derived from EWR's monitoring of Subscriber's access to or use of the CottonShipping Service, but does not include Customer Data.

G. **"General Subscriber"** means a person other than a EWR warehouse software licensee that subscribes to use the CottonShipping Service to research the status of scheduled shipments associated with their shipping mark, future dates available for shipping cotton from a participating warehouse, and/or such other services as EWR may add to the CottonShipping Service from time to time.

H. **"Third-Party Products"** means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into, used by, or accessible through the CottonShipping Service.

I. **"Renewal Date"** for the CottonShipping Service is June 30th.

2. Access and Use.

A. Provision of Access. Subject to and conditioned on Subscriber's payment of Fees and compliance with all other terms and conditions of this Agreement, EWR hereby grants Subscriber a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the CottonShipping Service during the Term solely for Subscriber's personal or internal business operations in accordance with the terms and conditions herein. EWR shall provide Subscriber the necessary passwords and basic access credentials to allow Subscriber to access the CottonShipping Service. Access to certain types of information may require entry of additional credentials, such as a valid shipping mark. The grant of rights under this Subscription does not include the right to receive these additional credentials. It is Subscriber's responsibility to ensure that its passwords and access credentials are made available only to its Authorized Users, and that all those gaining access by the use thereof comply with the terms and conditions of this Agreement.

B. Downloadable Software. Use of the CottonShipping Service may require or include use of downloadable software. EWR grants Subscriber a non-transferable, non-exclusive, non-assignable, limited right to use downloadable software we provide as part of the CottonShipping Service. Any Third-Party Products that consist of downloadable software are subject to the terms of Section 3D.

C. Use Restrictions. Subscriber shall not use the CottonShipping Service or any software component of the CottonShipping Service for any purposes beyond the scope of the access granted in this Agreement. Subscriber shall not at any time, directly or indirectly do any one or more of the following:

- (i) copy, modify, or create derivative works of copyrightable works utilized by the CottonShipping Service, or any software component of the CottonShipping Service, in whole or in part;

- (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the CottonShipping Service except as expressly permitted under this Agreement;
- (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the CottonShipping Service, in whole or in part;
- (iv) remove any proprietary notices from EWR; or
- (v) use the CottonShipping Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

D. Reservation of Rights. EWR reserves all rights not expressly granted to Subscriber in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Subscriber or any third party any intellectual property rights or other right, title, or interest in or to the CottonShipping Service or to the EWR IP.

E. Suspension. Notwithstanding anything to the contrary in this Agreement, EWR may temporarily suspend Subscriber's access to any portion or all of the CottonShipping Service if:

- (i) EWR reasonably believes that:
 - (1) there is a threat or attack on any of the EWR IP;
 - (2) Subscriber's use of the EWR IP disrupts or poses a security risk to the EWR IP or to any other customer or vendor of EWR;
 - (3) Subscriber is using the EWR IP for fraudulent or illegal activities;
 - (4) subject to applicable law, Subscriber has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or
 - (5) EWR's provision of the CottonShipping Service to Subscriber is prohibited by applicable law;
- (ii) any vendor of EWR has suspended or terminated EWR's access to or use of any third-party services or products required to enable Subscriber to access the CottonShipping Service; or

- (iii) in accordance with Section 6.

Any such suspension described in subclause (i), (ii), or (iii) is a "**Service Suspension**".

EWR shall use commercially reasonable efforts to provide written notice of any Service Suspension to Subscriber and to provide updates regarding resumption of access to the CottonShipping Service following any Service Suspension. EWR shall use commercially reasonable efforts to resume providing access to the CottonShipping Service as soon as reasonably possible after the event giving rise to the CottonShipping Service "Service Suspension" is cured. EWR will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Subscriber may incur as a result of a Service Suspension.

3. Subscriber Responsibilities.

A. Acceptable Use Policy. The CottonShipping Service may not be used:

- (i) in a way prohibited by Law or for any obscene or offensive activity;
- (ii) to violate the rights of others;
- (iii) to try to gain unauthorized access to or disrupt the CottonShipping Service, or any other service, device, data, account or network;
- (iv) to spam or distribute Harmful Code; or
- (v) in a way that could harm or otherwise impair the CottonShipping Service or anyone else's use of it, as may be amended from time to time, which is incorporated herein by reference. Subscriber will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted from time to time by EWR on www.ewrinc.com.

B. Account Use. Subscriber is responsible and liable for all uses of the CottonShipping Service resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Subscriber is responsible for all acts and omissions of all Authorized Users. Customer shall use reasonable efforts to make all such individuals aware of this Agreement's provisions and cause them to comply with such provisions.

C. Passwords and Access Credentials. Subscriber is responsible for keeping its passwords and access credentials associated with the CottonShipping Service confidential. Subscriber will not sell or transfer them to any other person or entity. Subscriber will promptly notify us about any unauthorized access to its passwords or access credentials.

D. Third-Party Products. EWR may permit access to Third-Party Products through the CottonShipping Service. For purposes of this Agreement, such Third-Party Products are subject to

their own terms and conditions presented to Subscriber for acceptance within the CottonShipping Service by website link or otherwise. If Subscriber does not agree to abide by the applicable terms for any such Third-Party Products, then Subscriber should not install, access, or use such Third-Party Products. Use of them by Subscriber will be deemed to be acceptance by Subscriber unless other acceptance requirements are designated prior to use.

4. Support. This Agreement does not entitle Subscriber to any support for the CottonShipping Service.

5. Subscription Fee.

A. The subscription fee, if any, for the subscription granted by this Agreement is as set forth in the www.CottonShipping.com website on the date this Agreement is accepted for the category of subscribers that best describes your business. The subscription is free for certain categories and fee-based for others. The fee table set forth in the www.CottonShipping.com website is hereby incorporated by reference.

B. Renewal subscription fees are billed annually during the month of June and once paid are valid until June 30th of the following year.

C. All fees are due upon receipt of invoice. Subscribers have a grace period of thirty (30) days to pay or face cancellation of their subscription.

D. Subscribers may cancel their subscription within thirty (30) days of their initial acceptance of the terms of this Agreement or annual renewal and receive a full refund for payments made for the current subscription period. After (30) days, no refunds are available.

E. Subscribers who cancel, allow their subscriptions to lapse, or have the subscription terminated for non-payment within the annual period, may be required to pre-pay a reactivation fee of \$500 should they wish to re-subscribe to the service. EWR is not required to accept a re-subscription from any person whose subscription was terminated for breach of any of its obligations under this Agreement.

6. Confidential Information. From time to time during the Term, EWR and Subscriber may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information in written or electronic form or media that is marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is:

A. in the public domain;

B. known to the receiving party;

C. rightfully obtained by the receiving party on a non-confidential basis from a third party; or

D. independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required:

- (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or
- (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Privacy Policy. EWR complies with its privacy policy available at www.ewrinc.com ("**Privacy Policy**"), in providing the CottonShipping Service. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the CottonShipping Service, Subscriber acknowledges that it has reviewed and accepted our Privacy Policy, and it consents to all actions taken by us with respect to its information in compliance with the then-current version of our Privacy Policy.

8. Intellectual Property Ownership; Feedback. EWR and its licensors own all right, title, and interest, including all intellectual property rights, in and to the CottonShipping Service and content available through the use of the service;

If Subscriber or any of its Authorized Users sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the CottonShipping Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), EWR is free to use such Feedback irrespective of any other obligation or limitation between Subscriber and EWR governing such Feedback. All Feedback is and will be treated as non-confidential. Subscriber hereby assigns to EWR and shall cause its Authorized Users to assign to EWR, all right, title, and interest in, and EWR is free to use, without any attribution or compensation to Subscriber, its Authorized Users, or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although EWR are not required to use any Feedback.

9. Limited Warranty and Warranty Disclaimer.

A. EWR warrants that it provides the CottonShipping Service using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND EWR STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

B. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10A, THE COTTONSHIPPING SERVICE AND ALL INFORMATION ACCESSIBLE THROUGH THE USE OF THE SERVICE IS PROVIDED "AS IS" AND EWR SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EWR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EWR MAKES NO WARRANTY OF ANY KIND THAT COTTONSHIPPING, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10. Indemnification. Subscriber shall indemnify, hold harmless, and, at EWR's option, defend EWR and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim based on Subscriber's use of information obtained through Subscriber's use of the CottonShipping Service or Subscriber's negligence or willful misconduct or use of the CottonShipping Service in a manner not authorized by this Agreement. Nothing in this Agreement shall be construed as authorizing Subscriber to settle any Third-Party Claim against EWR unless EWR consents to such settlement, and further provided that EWR will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

11. Limitations of Liability. IN NO EVENT WILL EWR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY:

A. CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES;

B. INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS;

C. LOSS OF GOODWILL OR REPUTATION;

D. USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR

E. COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER EWR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EWR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO EWR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Term and Termination.

A. Term. The term of this Agreement begins on the Effective Date, continues thereafter through the end of the Crop Year in progress on the Effective Date. The term of this Agreement shall be automatically extended for a period of one (1) Crop Year at the end of the first and each subsequent Crop Year unless earlier terminated by either party in accordance with the rules in this Section of the Agreement.

B. Termination. In addition to any other express termination right set forth in this Agreement:

- (i) Subscriber may terminate this Agreement by notifying EWR in writing of its desire to discontinue use of the CottonShipping Service at least thirty (30) days prior to the renewal date.
- (ii) EWR may terminate this Agreement, for any reason upon thirty (30) days' advance notice.
- (iii) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach:
 - (1) is incapable of cure; or
 - (2) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or
 - (3) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party:
 - (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;

- (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
- (c) makes or seeks to make a general assignment for the benefit of its creditors; or
- (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

C. Effect of Termination. Upon termination of this Agreement, Subscriber shall immediately discontinue use of the EWR IP including, without limitation, removing all files stored using the CottonShipping Service. No termination of this Agreement will affect Subscriber's obligation to pay all Fees that may have become due before such expiration or termination or entitle Subscriber to any refund. EWR may permanently delete all Subscriber files from its servers at any time after the passage of sixty (60) days following the termination or expiration of this Agreement.

D. Survival. Sections 6, 7, 8, 9, 10, 11, 12C and 12D, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

14. Modifications. Subscriber acknowledges and agrees that we have the right, in our sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. Customer will be notified of modifications through notifications or posts on www.ewrinc.com. Customer is responsible for reviewing and becoming familiar with any such modifications. Subscriber's continued use of the CottonShipping Service after the effective date of the modifications will be deemed acceptance of the modified terms. EWR will provide at least 48 hours advance notice of scheduled down times.

15. Export Regulation. The CottonShipping Service utilizes software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Subscriber shall not, directly or indirectly, export, re-export, or release the CottonShipping Service or the software or technology included in the CottonShipping Service.

16. Governing Law and Jurisdiction. This agreement is governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Tennessee. Any legal suit, action, or proceeding arising out of or related to this Agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Tennessee in each case located in the city of Memphis and County of Shelby, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

17. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our corporate headquarters address available at www.ewrinc.com and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, Subscriber hereby consents to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the CottonShipping Service. Subscriber agrees that any notices, agreements, disclosures, or other communications that we send to Subscriber electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by Subscriber or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to Subscriber and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.

18. Security Code. Subscriber assumes all risks of data deletion, inaccessibility, and service outages that result from any invalid entry of a Security Code created or maintained solely by Subscriber, or where unavailability of any a valid Security Code is caused by an act or omission of Subscriber or any person allowed by Subscriber to access the CottonShipping Service.