

Terms and Conditions:

Parties to the Agreement

(a) **Gravity Media (USA) Corp** a company organised and existing under the laws of the United States, whose registered office is at 122 Timberline Dr 400 Spring Hill, Tennessee 37174 United States (together with its assigns, successors in title and affiliates, meaning any company or business entity directly or indirectly controlling, controlled by or under common control with Gravity Media (USA) Corp from time to time, such as EMG USA LLC) (the "**Provider**"); and
(b) the "**Client**" as specified in the Order Acknowledgement and/or any subsequent invoice.

Definitions

"Accommodation" any room in the Facility hired or to be hired to the Client as specified in the Order Acknowledgement but excluding the Common Parts. A reference to 'Accommodation' shall be construed as a reference to any one or more such rooms as the context shall require.

"Agreement" the Order Acknowledgement, the House Rules and these Conditions together or to the extent that they apply to the Services in question.

"Business Day" a day (other than a Saturday, Sunday or public holiday) when banks are open for business.

"Common Parts" any toilet and/or kitchen facilities, entrance halls, corridors, lifts, stairways and/or landings serving the Accommodation.

"Conditions" these terms and conditions as amended from time to time.

"Charges" the fee(s) payable by the Client to the Provider for the provision of the Service(s) as specified in the Order Acknowledgement.

"Expertise" any expertise (whether creative, technical or otherwise) provided or to be provided to the Client by any person employed or engaged by the Provider as specified in the Order Acknowledgement.

"Facility" the building as specified in the Order Acknowledgement.

"Hire Period" in respect of each Service, the period of hire as specified in the Order Acknowledgement.

"House Rules" the Provider's house rules which apply to the Facility (as amended from time to time). Copies of the House Rules are displayed at the Facility and are available from the Provider on request.

"Kit" any equipment and/or software hired or to be hired to the Client as specified in the Order Acknowledgement, together with all replacements and renewals of such equipment and/or software and the component parts thereof and all accessories, additions, containers, handbooks and such like. Reference to the 'Kit' shall include a reference to any component thereof;

"Losses" includes all claims, demands, liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and reasonable and properly incurred legal and professional costs and expenses);

"Order Acknowledgement" the Provider's order acknowledgement form setting out details of the Services agreed to be hired to the Client by the Provider, together with the Hire Period and the Charges applicable in the case of each such Service, as may be updated from time to time in accordance with clause 7.1;

"Service Media" all media for the supply or removal of heat, electricity, gas, water, sewage, air conditioning energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media;

"Services" the Accommodation and/or Kit and/or Expertise agreed to be hired to the Client by the Provider as specified in the Order Acknowledgement and "Service" shall be construed as being a reference to the relevant part thereof as the context shall require.

1. Agreement

1.1 The Provider agrees to provide the Service(s) to the Client for the relevant Hire Period(s) on and in accordance with the terms of the Agreement.

1.2 In consideration for the provision of the Service(s) by the Provider, the Client agrees to comply with all of its obligations

under the Agreement (including without limitation the obligation to pay the Charges when due).

1.3 The terms of the Agreement shall be deemed to be accepted on the earlier of the date on which the Client first receives the benefit of any Service(s).

1.4 The terms of the Agreement apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.5 Any additional services provided under this Agreement are subject to availability.

2. Usage

2.1 The Client shall not, without the prior written permission of the Provider, use the Service(s) for any purpose other than for the purpose of film and television production.

2.2 The Service(s) may not be used for any illegal or immoral purpose.

3. Accommodation

3.1 Subject to these Conditions, the Provider agrees to permit the Client during the Hire Period to:

3.1.1 use the Accommodation as a production space and/or for the purpose of film and television production; and

3.1.2 use the Common Parts in common with the Provider and all others authorised by the Provider in a manner consistent with the intended use of each such Common Part.

3.2 The Client acknowledges that:

3.2.1 the Client shall occupy the Accommodation as a licensee and that no relationship of landlord and tenant is created between the Provider and the Client by the Agreement;

3.2.2 the Client shall not be entitled to any statutory protection when the Agreement or such licence terminates;

3.2.3 the Provider retains control and possession of the Accommodation and the remainder of the Facility and the Client has no right to exclude the Provider from the Accommodation or any part of the Facility;

3.2.4 the Provider shall be entitled at any time to require the Client to transfer to comparable Accommodation elsewhere within the Facility and the Client shall comply with such requirement;

3.2.5 the licence to occupy granted by the Agreement is personal to the Client and is not assignable and the rights given under these Conditions may only be exercised by the Client; and

3.2.6 the Provider is expressly authorised to store or dispose of any items or chattels left in the Accommodation after the end of the Hire Period (and recover the cost of such storage and/or disposal from the Client) and the Provider shall not be liable to the Client by reason of that storage or disposal. The Client shall indemnify the Provider in respect of any claim made by a third party in relation to that storage or disposal.

3.3 The Client agrees that it will not:

3.3.1 permit or sanction entry by any other individual(s), organisation(s) or contractor(s) into the Accommodation or the Facility during the Hire Period (other than the Client, its employees, its contractors or its agents) without the prior written consent of the Provider;

3.3.2 affix or attach anything to, or otherwise decorate, any part of the Accommodation or the Facility without the prior written approval of the Provider; and/or

3.3.3 make, cause or permit to be made any installation, alteration, change or damage to the Facility or the Accommodation or any of their respective fixtures or fittings (including without limitation any Service Media) without the express prior written consent of the Provider.

3.4 The Client shall:

3.4.1 ensure that any and all equipment (other than the Kit) introduced to the Accommodation by the Client during the Hire Period is removed by the Client prior to the end of the Hire Period;

3.4.2 ensure that all persons have vacated the Accommodation prior to the end of the Hire Period;

3.4.3 ensure that the Accommodation is kept clean and tidy and in good repair and condition and ensure the Accommodation is vacated in a clean and tidy condition at the end of the Hire Period. Any costs incurred by the Provider in carrying out any works under this clause shall be payable by the Client on demand; and

3.4.4 ensure that any and all installations, alterations and/or changes made to the Facility or the Accommodation (and/or any

of their respective fixtures of fittings) in accordance with clause 3.3.3 have been removed and that any damage caused by the Client has been made good prior to the Accommodation being vacated.

4. Kit

4.1 Subject to these Conditions, the Provider agrees to permit the Client during the Hire Period to use the Kit for the purpose of film and television production.

4.2 The Client shall only use the Kit for the purpose for which it is designed and shall comply with any reasonable instruction issued to it by the Provider in relation to the proper use of the Kit.

4.3 The Kit shall not be removed from the Facility by the Client other than in accordance with the Agreement or unless otherwise expressly authorised by the Provider in writing.

4.4 The Client shall not sell, assign, charge or create any encumbrance, security interest or sub-lease over or otherwise dispose of or abandon the Kit, nor allow the Kit to become a fixture on any land or property.

4.5 At the end of the Hire Period, or on earlier termination in accordance with these Conditions, the Client shall deliver up to the Provider the Kit in no worse repair and condition than it was in at the start of the Hire Period (fair wear and tear only excepted).

4.6 The Client agrees that it will not:

4.6.1 without the prior consent of the Provider, modify or make any alterations, additions or repairs to the Kit;

4.6.2 remove or interfere with any identification, marks or plates affixed to the Kit;

4.6.3 deface the Kit nor add any painting, sign writing, letting or advertising to or on the Kit.

4.7 The risk of loss, theft, damage or destruction of the Kit shall pass to the Client on commencement of the Hire Period. The Kit shall remain at the sole risk of the Client during the Hire Period and any further term during which the Kit is in the possession, custody or control of the Client ("Risk Period") until such time as the Kit is redelivered to the Provider.

5. Client's obligations

5.1 The Client shall:

5.1.1 pay the Charges when due;

5.1.2 take all reasonable steps to safeguard and protect the Accommodation and any Kit from loss and damage and follow all instructions in relation to security and access to the Accommodation;

5.1.3 use its best endeavours to ensure that no nuisance by noise or otherwise is caused to others arising from the use of the Service(s);

5.1.4 not sell any goods, products, merchandise or services at the Accommodation without the express prior written consent of the Provider;

5.1.5 notify the Provider immediately of any complaints, accidents, losses, damage or claims relating to the Service(s) during the Hire Period;

5.1.6 co-operate with the Provider in all matters relating to the Service(s);

5.1.7 provide the Provider with such information as the Provider may reasonably require in order to supply the Service(s), and ensure that such information is accurate in all material respects;

5.1.8 obtain and maintain all necessary licences, permissions and consents which may be required before the start of the Hire Period and maintain the same in full force and effect throughout the Hire Period;

5.1.9 comply with all applicable legislation, statutes, regulations and licensing requirements;

5.1.10 observe and abide by the House Rules;

5.1.11 not undertake any activity which may bring the Provider into disrepute;

5.1.12 not make, record or document any negative statement whatsoever, whether written or oral, regarding the Services and/or the Provider or any of its officers, directors or employees;

5.1.13 comply with all reasonable requests and instructions of the Provider, its staff and its agents;

5.1.14 be solely responsible for the safekeeping and return of any passes, swipe cards, keys, pin codes, access codes or other access control materials provided by the Provider to the Client and/or any of its officers, employees, contractors, agents and/or any person authorised by or on behalf of the Client, to enable

access to the Facility and/or the Accommodation during the Hire Period ("**Access Control Materials**") and

5.1.15 be solely responsible for ensuring that its employees, contractors and agents, and any other individual(s), organisation(s) or contractor(s) permitted entry or access to the Accommodation and/or Facility by or on behalf of the Client (whether in accordance with clause 3.3.1 or otherwise), abide by these Conditions.

5.2 If the Provider's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):

5.2.1 the Provider shall without limiting its other rights or remedies have the right to suspend performance of the Service(s) until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Provider's performance of any of its obligations;

5.2.2 the Provider shall not be liable for Losses suffered, sustained or incurred by the Client arising directly or indirectly from the Provider's failure or delay to perform any of its obligations as set out in this clause 5.2; and

5.2.3 the Client shall reimburse the Provider on written demand for Losses suffered, sustained or incurred by the Provider arising directly or indirectly from the Client Default.

6. Credit / Acknowledgement

The Client shall include, in the opening and/or closing credits of any film or television program which incorporates any material edited and/or produced, in whole or in part, using any of the Services, an accreditation acknowledging the Provider, using terminology appropriate to each of the Services utilised (e.g. "*Editing Facilities*" / "*Editing Equipment and Rooms*" / "*Office Space*").

7. Charges and payment

7.1 Prior to the supply of the Service(s) the Provider shall provide the Client with the Order Acknowledgement. If, before or during the supply of the Service(s), the number or scope of the Services is widened or unforeseen complications of circumstances arise, the Provider reserves the right to revise the Order Acknowledgement. Upon realisation that the Order Acknowledgement will so need to be revised the Provider shall notify the Client and provide the Client with an updated Order Acknowledgement.

7.2 Subject to any specific payment terms agreed between the Provider and the Client and detailed in the Order Acknowledgement:

7.2.1 the Provider shall invoice the Client monthly in advance;

7.2.2 invoices are payable in full immediately upon presentation;

7.2.3 any discount or reduction offered by the Provider (in its sole discretion) to the Client in respect of a Service shall be credited against the final invoice raised by the Provider during the Hire Period.

7.3 The Client shall pay each invoice submitted by the Provider in full and in cleared funds. Time for payment shall be of the essence of the Agreement and the Provider's right to terminate pursuant to clause 12.1 shall continue until all overdue amounts (including interest) have been paid in full and shall not be deemed to be waived or otherwise impaired by the Provider's continuance to perform its obligations under this Agreement.

7.4 The Provider reserves the right to collate multiple bookings by the same Client into a single invoice.

7.5 At the request of the Client, the Provider may, at its sole discretion, be able to provide or arrange the provision of additional services (being any services other than the Services) to the Client during the Hire Period ("**Additional Services**"). Any Additional Services shall be treated as follows:

7.5.1 where Additional Services are provided by the Provider (for example 'internal runner' services), the provision of such Additional Services shall at all times be subject to availability and the Provider reserves the right to charge an additional fee in respect of any such services rendered;

7.5.2 where Additional Services are not available from the Provider, the Provider may, in its sole discretion, agree to source such services from, or otherwise introduce the Client to, relevant 'third party' service providers (for example in respect of certain 'external runner' services) (any such Additional Services being "**Third Party Services**"). Any Third Party Services shall be

engaged by the Client on such terms and conditions as may be agreed between the Client and the relevant third party service provider from time to time. The cost of any such Third Party Services shall be borne solely by the Client. The Provider assumes no responsibility, obligation and/or liability, directly or indirectly, for any Losses suffered, sustained or incurred by the Client and/or any of its officers, employees, contractors and/or agents in connection with or in relation to the provision, supply and/or use of any Third Party Services. The Provider is not responsible for the availability of any Third Party Services.

7.6 In the event that any Access Control Materials are lost, damaged or not returned to the Provider at the end of the Hire Period, the Client shall pay to the Provider the full cost of replacement, including without limitation replacement of the relevant Access Control Materials, replacement locks (if applicable) and any associated charges.

7.7 All sums due from the Client to the Provider shall be increased to include relevant sales taxes at the rate in force for the time being.

7.8 The Client shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

8. Warranty and Performance

8.1 The Provider shall have the right to make any changes to the Service(s) which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Service(s), and the Provider shall notify the Client in any such event.

8.2 The Provider gives no warranty that the Service(s) is/are suitable for any particular purpose or application or that it/they meet any particular specification or requirement, unless specifically agreed otherwise in writing. The Client is responsible for ensuring suitability at the time of booking.

8.3 Save as expressly provided in the Agreement, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9. Confidentiality

9.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 9.2.

9.2 Each party may disclose the other party's confidential information:

9.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 9; and

9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 The Client shall be liable for the actions or omissions of any contractors and agents, and any other individual(s), organisation(s) or contractor(s) permitted entry or access to the Accommodation and/or Facility by or on behalf of the Client (whether in accordance with clause 0 or otherwise), in relation to Clause 9.1 as if they were the actions or omissions of the Client. The Client shall procure that any of the persons mentioned in this Clause enter into a confidentiality agreement with the Provider, if requested by the Provider.

10. Indemnity

10.1 The Client shall indemnify the Provider against all Losses suffered, sustained or incurred by the Provider (or any employee, agent or sub-contractor of the Provider), arising out of or in connection with:

10.1.1 the Client's breach or non-performance of any of its obligations under the Agreement; or

10.1.2 the acts or omissions of the Client (or any employee, agent or sub-contractor of the Client).

11. Limitation of liability

11.1 Nothing in the Agreement shall limit or exclude the Provider's liability for:

11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or

11.1.2 fraud or fraudulent misrepresentation.

11.2 Subject to clause 11.1, the Provider shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

11.2.1 loss of profits;

11.2.2 loss of sales or business;

11.2.3 loss of agreements or contracts;

11.2.4 loss of anticipated savings;

11.2.5 loss of use or corruption of software, data or information;

11.2.6 loss of recorded media;

11.2.7 loss of damage to goodwill; and

11.2.8 any indirect or consequential loss.

11.3 Subject to clause 11.1, the Provider's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement shall be limited to the aggregate amount of all Charges payable by the Client under the Agreement as specified in the Order Acknowledgement.

11.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

11.5 This clause 11 shall survive termination of the Agreement.

12. Termination

12.1 Without limiting its other rights or remedies, the Provider may terminate the Agreement with immediate effect by giving written notice to Client if:

12.1.1 the Client commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 5 Business Days of that party being notified in writing to do so;

12.1.2 the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

12.1.3 the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

12.1.4 the Client fails to pay any amount due under the Agreement when due;

12.1.5 the Client fails to comply with all relevant laws and regulations in the conduct of its business; or

12.1.6 the Client does anything which, in the reasonable opinion of the Provider will or is likely to: (i) interfere with the use of the Facility by the Provider or by others, (ii) cause any nuisance or annoyance to the Provider or others, (iii) increase the Provider's insurance premiums, (iv) cause loss or damage to the Provider (including damage to reputation) or to the owner of any interest in the Facility or the building in which the Facility is located or (v) damage the goodwill and/or reputation of the Provider; and in each and every such case, in the event that the Provider exercises its right to terminate, the Client shall be deemed to have repudiated the Agreement.

12.2 Without limiting its other rights or remedies, the Provider may suspend provision of the Service(s) or any other services under the Agreement or any other agreement between the Client and the Provider if the Client becomes subject to any of the events listed in clauses 12.1.2 to 12.1.30 or violates any of the terms set out in clauses 12.1.4 to 12.1.6, or the Provider reasonably believes that the Client is about to become subject to / violate any of them (as applicable), or if the Client fails to pay any amount due under the Agreement when due.

13. Consequences of termination

On termination of the Agreement for any reason:

13.1 the Client shall immediately pay to the Provider all of the Provider's outstanding unpaid invoices and, in respect of any Service(s) (or any other services) supplied but for which no invoice has been submitted, the Provider shall submit an invoice which shall be payable by the Client immediately on receipt;

13.2 those clauses of the Agreement which expressly or by implication survive termination shall continue in full force and effect;

13.3 the Client shall no longer be in possession of the Kit with the Provider's consent and shall (unless otherwise agreed with the Provider) forthwith return the Kit to the Provider at such

address as the Provider may direct in good working condition and at the Client's expense and risk. Without prejudice to the foregoing or to the breach by the Client of the Agreement, the Provider shall, at any time after termination or expiry of the relevant Hire Period without notice retake possession of the Kit. The Client shall bear the reasonable costs incurred by the Provider in retaking possession of the Kit;

13.4 the Client shall not be entitled to hold itself out as associated with the Provider, the address of the Facility and/or Accommodation or any telephone number or IP address owned by the Provider and

13.5 if the Client fails to vacate the Accommodation and/or return the Kit or where the Kit is returned damaged and is duly repaired by the Provider, at the end of the Hire Period (or otherwise on termination in accordance with clause 12), the Provider shall be entitled to invoice the Client for an amount equal to:

13.5.1 a daily rate for the period during which the Client remains in the Accommodation and/or in possession of the Kit (rounded up to the nearest full day) and/or the Provider is unable to hire the Kit to other persons due to damage or failure to return, calculated by reference to the Charges payable by the Client in respect of the relevant Service(s) during the most recent month of the Hire Period (not taking account of any discount or reductions applied in accordance with clause 7.2.3);

13.5.2 any and all sums representing liability of the Provider to third parties whose period of hire of the Accommodation and/or the Kit has been affected by failure of the Client to vacate the Accommodation, return the Kit and/or return the Kit in good condition;

13.5.3 any and all Losses directly or indirectly occasioned to the Provider as a result of the late occupation of the Accommodation return the Kit and/or return the Kit in good condition; and/or

13.5.4 any costs and expenses incurred by the Provider in recovering the Kit and/or in collecting any sums due under the Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

13.6 Upon termination of the Agreement pursuant to clause 12.1 or any other repudiation of the Agreement by the Client which is accepted by the Provider, (without prejudice to any other rights or remedies of the Provider), save where the Provider is able to mitigate any loss where possible, the Client shall pay to the Provider on demand a sum equal to the total Charges that would (but for the termination) have been payable if the Agreement had continued from the date of such demand to the end of the Hire Period, less a discount for accelerated payment at the rate of 2% above the Bank of England base rate for the time being..

13.7 The sums payable pursuant to clause 13.6 shall be agreed compensation for the Provider's loss and shall be payable in addition to the sums payable pursuant to clauses 13.1 and 13.5.

14. Post-Termination Restrictions

14.1 The Client covenants with the Provider that:

14.1.1 for a period of six months after termination of the Agreement for any reason offer to employ or engage or otherwise endeavour to entice away from the Provider any person employed or engaged by the Provider and with whom the Client dealt during the Hire Period; and

14.1.2 for a period of six months after termination of the Agreement for any reason employ or engage or otherwise facilitate the employment or engagement of any person employed or engaged by the Provider and with whom the Client dealt during the Hire Period, whether or not such person would be in breach of contract as a result of such employment or engagement;

15. General

15.1 Force majeure. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if and to the extent such delay or failure result from events, circumstances or causes beyond its reasonable control. This shall include, without limitation, any delay or failure to perform any obligation directly caused by an interruption in, or failure of, any Service Media connected to the Accommodation and/or the Facility. In the event the Client terminates this Agreement in the event of force majeure, clauses 13.1 to 13.5 shall apply. The Provider reserves the right to retain any pre payments made by the Client.

15.2 Notwithstanding the generality of the force majeure provisions at clause 15.1, the following shall apply in

circumstances where the sole or primary source of disruption is Covid-19. The Parties agree that any event or restriction related to an epidemic, pandemic or any other health related crisis, in particular due to Covid-19, which may affect the performance or the supply of the Equipment, shall suspend the Company's obligations, without any liability, costs or penalties that may be incurred by the Company. The Parties shall make every effort in good faith to take all reasonably possible measures to continue the performance of the Contract, and the Contract may only be terminated in the event that the Company determines, at its own discretion, that if it is unable to fulfil its obligations for any such reason related to such epidemic, pandemic or health crisis. To the extent there is a conflict between this clause 15.2 and clause 15.1, the provisions of this clause shall apply.

15.3 Assignment and other dealings. The Provider may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.

15.3.1 The Client shall not, without the prior written consent of the Provider, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement.

15.4 Entire agreement. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.5 Variation. Save as expressly provided for herein on the part of the Provider, no variation of the Agreement shall be effective unless it is in writing and signed by the Provider (or its authorised representatives).

15.6 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy or prevent or restrict the further exercise of that or any other right or remedy.

15.7 Severance. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

15.8 Notices. Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and addressed to such party at its address specified on the Order Acknowledgement or at such facsimile number or email address as such party may hereafter specify for such purpose by notice in writing. Such notice or other communication shall be deemed to be duly given or made when delivered (in the case of personal delivery), when despatched and proper receipt of successful transmission obtained (in the case of facsimile or e-mail) or on the second day following the day of posting (in the case of a posted letter)

15.9 Third parties. No one other than a party to the Agreement shall have any right to enforce any of its terms.

15.10 Governing law. The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of the state of Tennessee.