



Light Iron General Terms and Conditions for Services

1 Interpretation

1.1 In these general terms and conditions of business (the “**General Terms**”) the following words and phrases shall have the following meanings:

Acceptance or Accepted: means the Customer’s acceptance of a Quote by executing a Services Agreement.

Customer: means the person, firm, company or other body who purchases the Services from Light Iron in accordance with these General Terms;

Customer’s Materials: means all physical or digital materials supplied by or on behalf of the Customer to Light Iron in connection with the Services;

Charges: means the fees payable by the Customer to Light Iron for the Services in accordance with the Order and these General Terms.

Due Date: means the date for delivery by Light Iron to the Customer of the Works as set out in the Order.

Including: means including, without limitation.

Intellectual Property Rights: means all intellectual property rights or any kind or nature, including, patents, copyright and related rights, moral rights, trade marks, business names and domain names, and goodwill, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Insolvency: means either party files or has filed against it any proceeding under any bankruptcy, insolvency, or similar law, or makes or offers to make any arrangement or composition with creditors, or admits its inability to pay its debts as they come due, or becomes insolvent or undergoes any similar or analogous process in any jurisdiction.

Order: means a Quote that is Accepted by Customer, together with the Services Agreement to which it is attached.

Quote: means a written description of the Services and the applicable Charges for such Services.

Rate Card: means the list of charges for the Services, which is available from Light Iron upon request, as amended from time to time;

Services: means any services or work performed by or on behalf of Light Iron for the Customer, as more particularly described in a Quote.

Services Agreement: means a written agreement signed by Light Iron and the Customer pursuant to which the Customer accepts a Quote and engages Light Iron to provide the Services.

Works: means the deliverables provided by Light Iron to the Customer as a result of providing the Services.

1.2 Unless otherwise expressly agreed in writing by Light Iron, these General Terms shall govern the provision of all and any Services by Light Iron to the Customer and shall be deemed to be incorporated in all Quotes



and/or Orders, and acceptance by the Customer of any Quote shall be deemed to constitute acceptance of these General Terms.

1.3 The General Terms may only be amended, modified, or waived in writing and signed by a representative of both parties.

2 Quotations and Orders

2.1 Upon receipt by Light Iron of a written request from the Customer for the provision of Services, together with sufficient information to enable Light Iron to prepare a Quote, Light Iron will provide the Customer with a Quote for the Services requested.

2.2 The Acceptance by the Customer of a Quote shall constitute a binding agreement between the parties on and subject to these General Terms.

2.3 All Quotes are given based on information and requirements provided by the Customer. A Quote is valid for 30 days only from the date of the Quote unless previously withdrawn or otherwise stated on the Quote.

2.4 Responsibility for completeness and accuracy of any Order and Quote (including the type of Services, the preferred delivery date, deliverables, and point of delivery) rests with the Customer.

3 Charges

3.1 The Charges for the Services will be calculated in accordance with the Rate Card current at the date of the Quote, unless otherwise agreed in writing or as modified pursuant to this **clause 3**.

3.2 All third party costs and expenses ("**Expenses**"), including messenger, shipping, and delivery charges, freight and insurance charges, meals, and third-party KDM management, are not included in the Charges and shall be passed through to the Customer with a 10% mark-up. All materials including hard drives, tape stock, and production purchases will be passed through to the Customer with applicable sales and other taxes.

3.3 If Light Iron's staff are required to provide the Services outside of normal office hours, or if required to provide the Services through their lunch break, food will be provided. The cost of providing this food will be treated as an Expense for the purposes of these General Terms.

3.4 If there occurs, before completion of the Works, any increase, for any reason beyond the control of Light Iron, in the cost to Light Iron in supplying the Services (including a change in the exchange rate or prices charged by Light Iron's suppliers), or if Light Iron agrees to the Customer modifying the terms of any Order, Light Iron shall be entitled, upon written notice to the Customer, to adjust the Charges by a reasonable amount to take account of any such cost increases in supplying the Services.

3.5 Light Iron may modify the Charges (and the Customer will be informed of such modifications as soon as reasonably practicable, and in any event within 5 business days) in any of the following circumstances:

3.5.1 Due to omissions or errors in the information supplied by the Customer to Light Iron which formed the basis on which the Quote was provided, provided that the Customer shall first have a reasonable opportunity to correct such omissions or errors; or

3.5.2 Light Iron incurs extra costs due to the unsuitability of the Customer's Materials for the provision of the Services, provided that the Customer shall first have a reasonable opportunity to correct such unsuitability.

3.6 Any discount provided to the Customer is wholly contingent on the Customer making timely payment in full.

4 Cancellation Policy

4.1 Creative Services bookings are subject to the booking position framework set forth herein. No time shall be held on the booking calendar unless and until the Customer has accepted a Quote and executed a Services Agreement. The Customer will be notified of their booking position at the time the booking is made.

4.1.1 **Confirmed / Booked Time:** A booking is confirmed when the Customer accepts the applicable Quote. Once confirmed, the booking is 100% billable and the Customer is financially responsible for 100% of the Charges for that time, unless Light Iron is able to resell the time to another client.

4.1.2 **First Hold:** The Customer holds first right of refusal for the reserved time with an artist. A First Hold carries no confirmed financial obligation. If a Customer holding a First Hold position does not confirm or communicate within 1 business day of being notified of a challenge or a request to confirm, Light Iron may, at its sole discretion, release the hold and rebook the time with another client.

4.1.3 **Second Hold:** The Customer holds the first opportunity to book the time in the event the First Hold is released. No financial obligation applies to a Second Hold.

4.1.4 **Challenge:** A Customer in a subordinate hold position may challenge the Customer holding the First Hold for the right to book the artist's time. If challenged, the Customer holding the First Hold must confirm their booking by accepting the Quote within 1 business day. If the Customer with the First Hold fails to do so, Light Iron may award the First Hold position to the challenging Customer.

4.1.5 **Hold Time Limit:** For all artist time booked Services, a Customer may not hold more than 1.5 times the hours specified in their approved bid (the "Hold Cap"). By way of example, a Customer with a 40-hour color bid may hold no more than 60 hours on the calendar. Light Iron reserves the right to release any hold time in excess of the Hold Cap at its sole discretion.

4.2 A booking for one or more hours, days, or weeks (as specified in the relevant Order) shall be considered to be a single booking. Any cancellation by a Customer of a Confirmed booking shall be subject to payment by the Customer to Light Iron of 100% of the Charges for that booking, unless Light Iron is able to resell the time to another client. Bookings that are not yet Confirmed (First Hold or Second Hold) carry no cancellation fees and may be released without financial obligation.

4.3 All cancellations must be made in writing and sent by email to operations@lightiron.com, with a copy to the Customer's contact at Light Iron.

4.4 Any cancellation by a Customer of all or any portion of the Services, other than those specifically referred to in this **clause 4**, above shall be subject to payment by the Customer to Light Iron of all Charges which would otherwise have been payable in respect of those Services, together with all Expenses incurred by or on behalf of Light Iron in respect of those Services.

4.5 If in the reasonable opinion of Light Iron, the Customer's Materials are not of the necessary technical standard to enable Light Iron to provide the Services, Light Iron may cancel the Order and the Customer shall pay to Light Iron (i) a sum equal to 100% of the Charges due under the Order; (ii) all and any Expenses already incurred by Light Iron in relation to the relevant Order; and (iii) all and any costs incurred by Light Iron in determining that the Customer's Materials are not of the necessary technical standard (which costs shall be treated as an Expense for the purposes of these General Terms).

5 Delivery and Acceptance

5.1 Light Iron shall use commercially reasonable efforts to perform the Services by the Due Date and shall promptly notify the Customer in writing of any anticipated delay. Any liability of Light Iron arising from late delivery of the Works shall be governed by the limitations set forth in Section 10 of these General Terms.

5.2 If the Customer does not provide the Customer's Materials by the dates specified by Light Iron, the Due Date shall be extended to reflect the delay in the provision of the Customer's Materials.

5.3 If the Customer fails to deliver the Customer's Materials to Light Iron by the dates specified by Light Iron, and if the Customer requests that the Works be delivered prior to the Due Date as extended in accordance with **clause 5.2**, Light Iron does not warrant the Services or the Works will materially correspond with the Services requested by the Customer as set out in the Order and shall not be liable for any failure or non-performance and, the Customer waives its right to inspection as set out in **clause 5.5** below.

5.4 Risk of loss in the Works shall pass to the Customer on delivery.

5.5 Upon delivery of the Works to the Customer, the Customer shall inspect the Works thoroughly for compliance with the Order. If the Customer believes the Works do not comply with the Order, the Customer shall notify Light Iron no later than 14 business days following Light Iron's delivery of the Works, specifying such non-compliance in reasonable detail, and shall take such measures that Light Iron reasonably requests. If Light Iron agrees that the Works do not comply with the Order, Light Iron shall promptly correct and redeliver the Works to the Customer as the Customer's exclusive remedy. If the Customer does not notify Light Iron within such 14-business day period, the Customer shall be deemed to have accepted the Works.

5.6 Light Iron shall not be liable to the Customer for claims attributable to any of the following: (a) the Customer's Materials; (b) normal loss of quality attributable to any transfer process; (c) damage in transit; or (d) misuse of Customer's Materials other than by Light Iron or its agents or contractors.

5.7 Unless otherwise agreed in writing by Light Iron, delivery of the Works shall be deemed to take place (a) when sent by Light Iron via the agreed delivery method or (b) if such items are to be picked up by the Customer, when Light Iron notifies the Customer the Works have been completed.

5.8 Pick-up and/or delivery of the Works by Light Iron shall be the Customer's responsibility and at the Customer's risk. If Light Iron agrees to arrange packaging and transport it does so as the Customer's agent and the Customer shall reimburse Light Iron in full for all and any costs incurred by Light Iron in connection with such package and/or delivery, plus a reasonable service charge, within 30 days of receipt by the Customer of an invoice for such costs.

5.9 If the Customer fails to take delivery of the Works within 21 days of written notification by Light Iron to the Customer of completion of the Services, Light Iron shall be entitled, in its absolute discretion, to charge a reasonable sum for storage of such Works without prejudice to any other claims which it may have against the Customer.

5.10 Where the Customer has contributed to any delay in completion or delivery, the Due Date shall be extended by an equivalent period. Light Iron shall not be liable to the Customer for any losses suffered as a result of late delivery of the Works.

5.11 Where the Services and/or Works are to be delivered in instalments (as specified in the Order or as otherwise agreed in writing with the Customer), each delivery shall constitute a separate Order and failure by Light Iron to deliver any one of the instalments in accordance with the Order shall not entitle the Customer to treat any other Order with Light Iron as repudiated.

6 Media Retention

6.1 Following completion of color correction Services, Light Iron will maintain Customer's full media turnover online for a period not to exceed thirty (30) days.

6.2 Deliverable elements will be retained until Quality Control has been completed and all master deliveries have been cleared by Customer, but in no event longer than three (3) months following final delivery of the Works.

6.3 Upon expiration of the applicable retention period, Light Iron may purge all such materials from its systems without further notice to Customer. Customer is solely responsible for maintaining its own archival copies of the Customer's Materials and Works.

6.4 Light Iron shall have no liability for any loss or destruction of Customer's Materials or Works following expiration of the applicable retention period set forth in this clause.

7 Payment and Delivery

7.1 Payment shall be made in US dollars by wire transfer, ACH, or other means acceptable to Light Iron to an account designated by Light Iron. Title to the Works shall not pass or vest in the Customer until the receipt by Light Iron of the Charges and Expenses due to it from the Customer in respect of the relevant Order.

7.2 Payment for all Charges, Expenses and other sums due to Light Iron shall be made by the Customer to Light Iron as set forth in the Order. If payment terms are not set forth in the Order, payment shall be made in full prior to delivery by Light Iron to the Customer of the completed Works unless otherwise agreed by Light Iron in writing, provided always that Light Iron may withdraw its agreement to accept payment on alternative terms in its absolute discretion.

7.3 Where any sum or sums remain due to Light Iron for a period of 21 days from the due date for payment, Light Iron may charge a late fee at the rate of 10% per annum (or if lower, the highest rate permitted by law), calculated on a daily basis from the date the payment became due until the date the payment is made.

7.4 Notwithstanding **clauses 7.2 and 7.3**, Light Iron may allow the Customer to prepay for Services ("**Prepayment**") in advance in exchange for the provision by Light Iron of certain additional credits for services (at the then current Rate Card) further described below (each a "**Credit**").

Date Services Used	Amount of Credit
Prior to 6-month anniversary of date of Prepayment	100% of Prepayment
Between 6-month anniversary and prior to 1-year anniversary of Prepayment	110% of Prepayment
Between 1-year anniversary and prior to 18-month anniversary of Prepayment	115% of Prepayment

Between 18-month anniversary and 3 year anniversary of Prepayment	125% of Prepayment
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By way of example only, if the amount of the Prepayment is \$100,000 and it is received on January 1, 2026, on July 1, 2026, the Customer would be entitled to \$110,000 of Services at the then current Rate Card (110% of \$100,000). To be eligible for a Credit, the Prepayment must be at least \$100,000 and the Services (including all Credits) must be used not later than 3 years from the date Light Iron receives the Prepayment. Each Credit is not transferrable, but may be used over multiple projects by the Customer.

7.5 In addition to any other liens, rights or remedies of Light Iron under these General Terms or applicable law, Customer grants to Light Iron a lien and security interest in and lien on all Customer's rights, title and interest in the Works as security for payment for any and all Charges and Expenses. If the Works are voluntarily delivered to Customer or authorized third person prior to payment, the liens and security interest shall not be extinguished but shall survive until payment in full has been received.

7.6 ALL LIENS, RIGHTS AND REMEDIES OF LIGHT IRON SHALL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE OF ONE ANOTHER. THE EXERCISE BY LIGHT IRON OF ANY RIGHT OR REMEDY SHALL NOT PRECLUDE ITS RIGHT TO ENFORCE ANY ONE OR MORE OTHER RIGHTS AND REMEDIES.

8 Customer's Materials

8.1 The Customer represents and warrants that:

8.1.1 Light Iron's use of the Customer's Materials will not give rise to any breach or infringement of any Intellectual Property Rights or other rights or interest of any third party;

8.1.2 the Customer's Materials are free from and do not contain any matter which is defamatory or otherwise violative of the rights of any person, obscene, criminal or actionable in any manner whatsoever by a third party; and

8.1.3 the Customer's Materials are, for the period during which they are in the custody, possession or power of Light Iron or its contractors, insured in accordance with **clause 8.4**.

8.2 The Customer shall fully indemnify Light Iron and its managers, officers, members, employees, contractors, agents and representatives from and against all costs, claims, demands, actions, proceedings, damages, fees (including reasonable legal fees and expenses), losses, liabilities, and expenses of whatsoever nature arising out of or ancillary to: (i) any claim made by any person, firm, company or other body relating to the matter contained in the Customer's Materials; or (ii) any breach of these General Terms by Customer.

8.3 All and any of the Customer's Materials that require preparation by Light Iron before use for inclusion in the Works or use in the Services will be subject to an additional charge covering the time and labor involved in such preparation, which additional charge shall be treated as an Expense for the purposes of these General Terms.

8.4 The Customer further acknowledges that it is responsible for ensuring that the Customer's Materials are at all times covered by an adequate policy of insurance against loss, damage or destruction by fire, theft or flood to the Customer's Materials full value and in respect of any consequential or indirect losses which may be suffered by the Customer and in respect of any loss or damage that may be suffered by Light Iron caused by or in connection with the Customer Materials.

8.5 The Customer agrees that it shall be solely responsible for assessing the sufficiency of the insurance policy/policies referred to in clause 8.4 above.

9 **Library Services.** Subject to clauses 7 and 12, Light Iron may in its sole discretion agree to hold the Customer's Materials and/or the Works at Light Iron's premises. Light Iron may terminate any such agreement and require the Customer to take delivery of the Customer's Materials and/or the Works at any time. For each item of the Customer's Materials and/or the Works held by Light Iron in accordance with clause 8, Light Iron reserves the right to charge, at such rate as specified in the Rate Card, for the storage, backup and retrieval of the Customer's Materials and/or the Works, which charge shall be treated as an Expense.

10 **Light Iron Warranties.** Light Iron represents and warrants to the Customer that: (i) Light Iron is legally authorized to render and has the ability and capacity to render all of the Services under the Agreement; (ii) the Services shall be carried out with reasonable skill and care and will correspond in all material respects with the Services requested by the Customer as set out in the Order (subject to clause 2.4 and the other provisions of these General Terms); (iii) all materials created and furnished by Light Iron in the course of rendering the Services, including all Works, shall be wholly original with Light Iron and shall not infringe on any intellectual property or other rights of any third party, except to the extent that any such Works incorporate the Customer's Materials, as to which Light Iron makes no warranty of originality; and (iv) Light Iron will render all Services in keeping with Customer's requirements and will deliver the Works to Customer in keeping with Customer's technical specifications.

11 **Limitations of Liability**

11.1 Light Iron's total liability to Customer howsoever caused and regardless of the theory of liability shall not exceed an amount equal to the total Charges actually received by Light Iron from the Customer in respect of the Services at such time as the liability arises.

11.2 Light Iron's liability to Customer shall further be limited to direct damages only, and Light Iron shall not have any liability of any kind or nature for any other damages, including, loss of profit, or indirect, consequential, or punitive damages, whether or not foreseeable.

11.3 If the Works contain software, Light Iron does not warrant or represent that the Works will be virus, bug or error free or will be compatible with all hardware devices for which they are designed.

12 **Breach and Insolvency**

12.1 If the Customer breaches these General Terms or any Order or suffers an Insolvency, then Light Iron shall be entitled to: refuse to provide any further Services, suspend any Order to which these General Terms apply (either in whole or part) by notice in writing to the Customer, or terminate all and any Orders with immediate effect by written notice to the Customer. If Light Iron materially breaches these General Terms or any Order, the Customer shall be entitled to terminate the affected Order by written notice to Light Iron, provided that Light Iron has not cured such breach within ten (10) business days of receiving written notice from Customer specifying the breach in reasonable detail. If Light Iron suffers an Insolvency, the Customer may terminate any or all Orders immediately by written notice.

12.2 If Light Iron exercises any of its rights under clause 11.1, and without prejudice to any other rights or remedies Light Iron might have, all outstanding Charges and Expenses owed to Light Iron for Services satisfactorily performed prior to the termination date shall become immediately payable by the Customer. If the Customer exercises a termination right under clause 11.1, Light Iron shall, within thirty (30) days of termination, deliver a final accounting of all Charges and Expenses earned through the termination date. Any refund due to Customer shall be net of all such

earned Charges and Expenses, and Light Iron shall have the right to retain from any amounts held its reasonable costs of wind-down and demobilization.

12.3 If any Order to which these General Terms apply is suspended, terminated or cancelled by Light Iron pursuant to these General Terms or any Order, the Customer shall indemnify Light Iron and its managers, offices, members, employees, contractors, agents, and representatives from and against all costs, claims, demands, actions, proceedings, damages, fees (including legal fees and expenses), losses, liabilities, and expenses of whatsoever nature arising out of or ancillary to such suspension, termination or cancellation.

12.4 Termination of any Order to which these General Terms apply shall be without prejudice to any rights accrued in favor of either party prior to the date of such termination.

12.5 In the event of termination of any Order, Light Iron shall be entitled to withhold delivery of any Works and retain Customer Materials until payment by the Customer to Light Iron of all Charges, Expenses and other payments due by the Customer to Light Iron.

13 Intellectual Property

13.1 As between the Customer and Light Iron, all Intellectual Property Rights and all other rights in the Customer's Materials shall be owned by the Customer. Subject to payment by Customer to Light Iron of all Charges, Expenses and other payments due to Light Iron pursuant to an Order, Light Iron hereby assigns to the Customer all of Light Iron's rights (including Intellectual Property Rights) in the Works to which that Order relates (subject to clause 13.2 and 13.3 below). No license or assignment of any rights in the Works, whether express or implied, shall arise prior to receipt by Light Iron of payment in full. In the event of termination of an Order prior to completion, Light Iron retains all rights in any partially completed Works until all amounts due in respect of those Works have been paid in full.

13.2 To the extent Light Iron grants you access to third party licensed software, you shall abide by the terms and conditions of such third party software and you consent to Light Iron's sharing of your log in credentials with such third party. By using such third-party software, you are deemed to agree to all applicable terms and conditions. In making such third party software available to you, Light Iron makes no representation, warranty or indemnity with respect to such third-party software.

13.3. Notwithstanding the foregoing, Light Iron retains all right, title, and interest in and to its pre-existing and independently developed internal tools, workflows, software, systems, methods, processes, and know-how, including without limitation its proprietary color grading techniques, delivery automation systems, operational workflows, and proprietary software applications including Galixy (collectively, "**Light Iron IP**"). Nothing in this clause or these General Terms shall be construed to assign, transfer, or license any Light Iron IP to Customer, whether by implication, estoppel, or otherwise, even where such Light Iron IP is used in the course of providing the Services or incorporated in the creation of the Works. Customer's rights under this clause are expressly limited to the results and proceeds of the Services as embodied in and delivered as the Works. Customer's access to and use of Galixy and any other Light Iron proprietary software platform during the term of the Services is provided solely as a tool to facilitate the delivery of Services and does not constitute, create, or imply any license, ownership interest, or other right in or to such software or its underlying technology, code, or methodology. Upon completion or termination of the Services, Customer's access to Galixy and any other Light Iron software platform shall immediately cease. Customer shall not reverse engineer, copy, reproduce, modify, or create derivative works of any Light Iron IP, including Galixy, and shall not disclose any Light Iron IP to any third party without Light Iron's prior written consent. To the extent any Light Iron IP is embedded in or necessary to access or use the Works as delivered, Light Iron hereby grants Customer a non-exclusive, non-transferable, royalty-free, perpetual license to use such Light Iron IP solely to the extent required to use the Works for their intended purpose.

14 **Sub-contracting.** Light Iron may engage subcontractors in the ordinary course of providing Services without prior notice to the Customer. Where Light Iron engages subcontractors in its own discretion, Light Iron shall be primarily liable for their performance, and any such subcontractor must maintain the same levels of insurance required of Light Iron under these General Terms. Where a Customer specifies or directs the use of a particular subcontractor or vendor, Light Iron's liability for such subcontractor's performance shall be limited to reasonable selection and oversight and shall not include liability for such subcontractor's errors, omissions, or failures. Light Iron shall be entitled to charge a reasonable service fee to the Customer for the procurement and management of third-party subcontractors, which shall be treated as an Expense.

15 **Set-Off.** The Customer shall not be entitled to make any deduction from any payment due to Light Iron, unless expressly agreed in writing by Light Iron.

16 **Assignment.** The Customer may not assign or transfer or purport to assign or transfer its rights under these General Terms and/or any Order or the benefit thereof to any person, without the prior written consent of Light Iron (such consent not to be unreasonably withheld).

17 **Credits; License.** Subject to Customer's customary credit guidelines and parameters, the Customer agrees to use commercially reasonable efforts to include a credit for Light Iron in the end credits of any motion picture which includes the Works, in accordance with accepted industry practice. Once the Works are in the public domain the Customer hereby grants to Light Iron a perpetual royalty free license to refer to the Customer and the Works and to use such parts of the Works as reasonably required to promote or advertise Light Iron's business, all in accordance with industry custom.

18 **Force Majeure.** Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under any Order and/or these General Terms if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen, or if it could have been foreseen was unavoidable ("Force Majeure"). If the event of Force Majeure continues for a period of more than 30 days, both the Customer and Light Iron shall have the right on giving written notice to the other to terminate any Order to which these General Terms apply.

19 **Confidentiality**

19.1 Each party shall at all times keep any information relating to the other party's business, customers, pricing, technology, or operations confidential ("Confidential Information"), whether such information is disclosed directly or comes to the receiving party's knowledge by other means, and whether or not it is expressly stated to be confidential, and shall not disclose it to any third party or use it for any purpose other than the performance of its obligations under these General Terms, provided that this restriction shall not extend to any Confidential Information which:

19.1.1 a party is required to disclose to any governmental or other authority or regulatory body;

19.1.2 is at the date of the Order to which these General Terms apply, or becomes thereafter, public knowledge through no fault of the receiving party; or

19.1.3 can be shown by the receiving party, to the reasonable satisfaction of the disclosing party, to have been known to the receiving party prior to its being disclosed by the disclosing party.

20 **General**

20.1 If any provision hereof is or becomes partially or totally invalid or unenforceable then the validity and enforceability of the remaining provisions shall not be affected.

20.2 **Waiver and Cumulative remedies; Amendment:**

20.2.1 A waiver of any right under these General Terms is only effective if it is agreed between the parties in writing and shall not be deemed to be a waiver of any subsequent breach or default by either party to these General Terms. No failure or delay by a party in exercising any right or remedy under these General Terms or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20.2.2 Unless specifically provided otherwise, rights arising under the Order are cumulative and do not exclude rights provided by law.

20.2.3 These General Terms and any Order may only be amended in a writing executed by both parties and expressly stating the same are being amended.

20.3 These General Terms and all applicable Orders constitute the whole agreement and understanding between the parties relating to the provision of Services by Light Iron to Customer and supersede all prior discussions and agreements (whether oral or written) between the parties and/or their agents or advisers. Except as required by statute, no terms will be implied (whether by custom, usage, course of dealing or otherwise) into these General Terms. The Customer acknowledges that it has not relied on any express or implied representation, assurance, undertaking, collateral agreement, warranty or covenant which is not set out in these General Terms.

20.4 Any notice to be given under these General Terms to Light Iron must be provided by email to: contracts@lightiron.com. Any notice so given shall be deemed to be delivered when it is sent provided that the party giving the notice proves the date and time that it was sent.

20.5 There are no third party beneficiaries to these General Terms, except as set forth in the indemnification provisions hereof.

20.6 Nothing in these General Terms shall be taken to constitute a partnership or joint venture between the parties or the relationship of employer and employed between the parties hereto.

20.7 Light Iron maintains customary insurance coverage in connection with the provision of its Services. Certificates of insurance evidencing such coverage are available to Customer upon written request.

20.8 The General Terms and any Order, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, California law (without reference to conflict of law principles), and the parties irrevocably submit to the exclusive jurisdiction of the courts located in Los Angeles. The prevailing party in any dispute, as determined by the court, shall be entitled to reimbursement of its fees and expenses, including attorneys' fees and costs.