DRAGONFLY USAGE AGREEMENT

THIS DRAGONFLY USAGE AGREEMENT ("AGREEMENT") CONSTITUTES A BINDING LEGAL AGREEMENT BETWEEN JACOBS AND THE ENTITY ("CUSTOMER") HAVING ACCESS OR USING THE SERVICES (DEFINED BELOW). EACH CUSTOMER AND AUTHORIZED USER WILL BE REQUIRED TO DEMONSTRATE AGREEMENT WITH THIS AGREEMENT BY REVIEWING THIS AGREEMENT AND CHECKING THE "I ACCEPT" BUTTON UPON FIRST LOG IN TO THE SERVICES. THIS AGREEMENT TAKES EFFECT WHEN CUSTOMER AND/OR AN AUTHORIZED USER CLICKS ON THE "I ACCEPT" BUTTON OR FIRST ACCESSES OR USES THE SERVICES (the "Effective Date"). BY CLICKING ON THE "I ACCEPT" BUTTON OR BY ACCESSING OR USING THE SERVICES CUSTOMER AND EACH AUTHORIZED USER (A) ACKNOWLEDGE THAT CUSTOMER AND EACH AUTHORIZED USER HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT CUSTOMER AND EACH AUTHORIZED USER HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPT THIS AGREEMENT . IF CUSTOMER OR AN AUTHORIZED USER DO NOT AGREE TO THIS AGREEMENT, CUSTOMER AND/OR THE AUTHORIZED USER SHOULD NOT ACCESS AND USE THE SERVICES. WHERE APPLICABLE, THE TERM "CUSTOMER" SHALL ALSO INCLUDE "AUTHORIZED REPRESENTATIVE."

1. DEFINITIONS. Capitalized terms not otherwise defined when first used herein have the meanings set forth below:

1.1 "<u>Authorized User</u>" means each employee, representative or other user who accesses the Services on behalf of the Customer.

1.2 "<u>Customer Data</u>" means any data or information provided by the Customer to the Services.

1.3 "<u>Jacobs IP</u>" means Jacobs Data as well as any software, documentation, materials, methodologies, and other proprietary items incorporated in or used by Jacobs in providing the Services, as well as any confidential information disclosed by Jacobs to the Customer under this Agreement.

1.4 "<u>License Metric</u>" means linear footage processed by Jacobs technology as part of the Services;

1.5 "<u>Output Data</u>" means data or other type of deliverable that is generated by Jacobs as a result of the Services, including, but not limited to, reports, images, information, analytics and recomendations.

1.6 "<u>Scope Document</u>" means one or more documents entered into by Jacobs and Customer specifying the Services, the License Metrics and other terms and conditions applicable to the Services.

1.7 "<u>Services</u>" means the Services described in a Scope Document.

2.   ACCESS TO THE SERVICES.

2.1   <u>Provision of Services. Access</u>. Subject to the terms and conditions of this Agreement, Jacobs shall make the Services available to Customer pursuant to this Agreement during the term ("<u>Term</u>").

2.2   <u>Limitations on Use</u>. Customer shall not: (a) sell, lease or sublease access to the Services, or incorporate, merge or interface the Services into any third party or self-developed products or allow access to the Services, in whole or in part, by other entities, individuals, software or other products or services for any purpose; (b) copy, decompile, or reverse engineer any portion of the Services; (c) use the Services to provide services to third parties, including, but not limited to, on a timesharing, rental, sharing, or "service bureau" basis; (d) remove any Jacobs titles, trademark symbols, copyright symbols and restrictive legends; (e) bypass or disable any protections that may be put in place to provide security for the Services or to protect against non-authorized access to the Services; (f) use the Services to store, transmit or produce infringing, libelous, vulgar, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or other rights; (g) use the Services to transmit viruses, Trojan horses or other harmful or malicious code; (h) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; (i) impersonate or use the identity of another person or organization, or falsely state or otherwise misrepresent an affiliation with a person or organization; or (j) permit any unauthorized access to, or use of, the Services and shall notify Jacobs promptly of any such unauthorized access or use.

2.3   <u>Reasonable Precautions</u>. Customer shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards designed to: (a) ensure compliance with Section 2.2 above (Limitations on Use); (b) protect against anticipated threats or hazards to the security or integrity of the Services; and, (c) protect against unauthorized access or use of the Services.

2.4   <u>Privacy Policy</u>. Jacobs' [Privacy Policy](#) as may be amended from time to time governs all data and information received or collected by Jacobs when Customer and its Authorized Users access the Services. Our Privacy Policy contains important information regarding the collection, use, disclosure and protection of information provided by Customer and Authorized Users. Agreement to this Agreement includes your agreement to our Privacy Policy. If there is a conflict between this Agreement, any Scope Document, and the Privacy Policy, the Privacy Policy shall have precedence with respect to the subject matter that it covers.

2.5   <u>Suspension of Services</u>. Jacobs may review Customer's use of the Services to verify Customer's compliance with this Agreement, and Customer shall provide any reasonable assistance with any such review. If Jacobs identifies any non-compliance in such review or has other reasonable grounds to suspect that Customer's registration data is inaccurate or incomplete, that Customer or any Authorized User has violated or threatens to violate the terms and conditions of this Agreement, any Scope Document or other terms and conditions applicable to the Services, or that the performance, integrity or security of the Services is being adversely impacted or in danger of being adversely impacted as a result of Customer's or any

such Authorized User's access or use, Jacobs may suspend or terminate Customer's and/or any such Authorized User's use of the Services, in addition to any other rights or remedies Jacobs may have.

2.6   Changes to Services. Jacobs may change or discontinue the Services and any features of the Services at any time, and if such changes are material, Jacobs will notify Customer by sending an email to the last email address provided to Jacobs. If Customer does not wish to continue using the modified Services or if Services are discontinued, Customer may terminate the Services and will be entitled to a refund of any amounts prepaid for the remaining period. Jacobs may change the terms of this Agreement at any time. The new terms will be effective on the first day of the next billing cycle and will apply thereafter. By continuing to use the Services after any such changes, Customer agrees to be bound by such changes. If Customer does not wish to agree to the new terms, Customer must stop using the Services immediately.

3.   ACCOUNT AND PASSWORDS.

Customer and each Authorized User of Customer, if applicable, must complete Jacobs' registration process when accessing and using the Services. As part of the registration process Customer and each Authorized User shall provide Jacobs with complete and accurate information as prompted by the applicable registration form. Customer and each Authorized User will be given loging credential. Customer shall ensure that all data supplied in establishing its accounts is accurate and complete. All login credentials are confidential information and shall be used solely by Customer and its Authorized Users to access its account and use the Services. Customer is responsible for keeping all login credentials confidential. Customer shall take reasonable steps to prevent unauthorized access to Customer's login credentials. Customer will immediately notify Jacobs of any unauthorized access to the Services. Jacobs is not responsible for losses to Jacobs or its third parties due to stolen or hacked login credentials.

4.   SERVICES.

4.1   Consulting Services. On Customer's request, Jacobs may perform consulting and professional services for Customer. Any such consulting services performed by Jacobs will be governed by a separate Consulting Agreement executed by the parties.

4.2   Support Services. During the Term, Jacobs will provide support services to Customer accessible through the email address set forth in the Scope Document. Jacobs will respond to Customer's support requests within one (1) business day after Jacobs' receipt of Customer's request and will make commercially reasonable efforts to resolve the issue in a timely manner.

5.   FEES; LATE FEES; TAXES.

5.1   Fees. Customer will pay to Jacobs the fees set out in Jacobs invoice pursuant to the License Metrics and the agreed upon pricing for the applicable billing period. Customer shall pay each invoice in full within thirty (30) days after the date of invoice in U.S. dollars. If Customer is delinquent in payment of amounts owed hereunder, Jacobs may give written

notice to Customer of such delinquency, and Customer will have thirty (30) days from receipt of Jacobs' written notice to cure or dispute the delinquency.

5.2   Late Fees. Jacobs will be entitled to late payment fees on undisputed amounts due if payment is not received within thirty (30) days after the due date. Late payment fees are payable in the amount of the lesser of one and one-half percent (1.5%) of the amount due, compounded for each subsequent thirty (30) day period during which an amount remains unpaid, or the maximum amount permitted by law. Customer will promptly notify Jacobs of any amounts disputed in good faith. The parties will make a good faith attempt to amicably resolve any disputes regarding amounts billed.

5.3   Taxes. All charges will be exclusive of any taxes, and Customer shall be financially responsible for all sales or services taxes that are assessed on Customer's access to and use of the Services.

6.   PROPRIETARY RIGHTS.

6.1   Ownership; Reservation of Rights. As between Jacobs and Customer, all rights, title, and interest in and to all intellectual property rights in Jacobs' Confidential Information and Services are owned exclusively by Jacobs and its licensors. As between Jacobs and Customer, all Customer Data shall be owned by Customer, subject to the limited use rights granted to Jacobs under Section 6.2 (Customer Data). Jacobs reserves all rights, title and interest in the Services and in all software, documentation, materials, methodologies, and other proprietary items incorporated in or used by Jacobs in providing the Services that are not expressly granted to Customer by this Agreement.

6.2   Customer Data. Customer hereby grants to Jacobs a limited, non-exclusive right and license during the Term to upload, synchronize, reproduce, distribute, display, host, modify, create derivative works of and use the Customer Data solely to provide the Services. Jacobs shall also retain the right to use the Customer Data for the purposes of providing training services and performing analytics with regard to the Services, and to improve and enhance the Service and other products and services offered by Jacobs. Customer acknowledges that Jacobs makes no independent assessment or evaluation of any Customer Data, nor does Jacobs examine the sources of the Customer Data to determine whether it may incur liability to third parties from delivery or use thereof as permitted herein. Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which Customer Data was acquired. Customer represents and warrants to Jacobs that Customer Data shall not at any time infringe the intellectual property rights or other rights (including copyright, trademark, trade dress, patent or other rights) of any third party. Customer shall at all times ensure that it has the right to provide the Customer Data to Jacobs for use in connection with the Services.

6.3   Output Data. Subject to the terms of Section 5 (Fees) and Section 6.4 below, as between Jacobs and Customer, Customer shall retain ownership, title and interest in and to any Output Data (not including any Jacobs IP). Customer acknowledges that the Output Data may not be unique and may be substantially similar in whole or part to results produced for other Jacobs customers obtaining similar Services. Subject to the terms of Section 5 (Fees) and

6.4 below, to the extent that any Jacobs IP is incorporated in or otherwise required for the access to or use of the Output Data, Jacobs hereby grants Customer a limited, perpetual, royalty-free, nonexclusive, license to such data only to the extent necessary to allow Customer to view and have access to the Output Data. Jacobs shall also retain the right to use the Output Data for the purposes of providing training services and performing analytics with regard to the Services, and to improve and enhance the Services and other products and services offered by Jacobs.

6.4 Output Data Availability. Notwithstanding Section 6.3, any Output Data including the dashboard results generated by Dragonfly Services shall be available to Customers for the period of twelve (12) months as of the date of termination or expiration of the Scope Document. Customer may continue to use indefinitely any and all Output Data obtained prior to the effective date of expiration or termination, whether in printed format or stored by Customer on its servers outside of the Services.

6.5 Feedback. Customer hereby assigns to Jacobs all right, title, and interest (including all rights in copyright and resulting patents) in any suggestions, enhancements, recommendations or other feedback provided by Customer or any Authorized Users of Customer with regard to the Services.

7. CONFIDENTIALITY.

Each party shall keep in strict confidence all the confidential materials and information disclosed by the other party in connection with the Services or this Agreement. Upon the termination of this Agreement, each party will, at the request of the other party, return or destroy all documents, information or software containing confidential information of the other party, and delete confidential information from all memory devices. Notwithstanding the foregoing, Jacobs shall be entitled to retain and use Customer Data as permitted under Section 6.2 (Customer Data). Neither party shall disclose, offer or transfer to any third party the confidential information of the other party without the prior written consent of the other party.

8. WARRANTY. DISCLAIMER OF WARRANTIES.

8.1 Warranty. Jacobs warrants that any Output Data provided under this Agreement to the Customer through the Services will be accurate to the extent of the accurracy of Customer Data provided as part of the Services; provided, however, that : (i) Jacobs does not warrant accuracy in excess of the accuracy warranted by the manufacturer of the camera or the operator/inspector used to collect the Customer Data ; (ii) if the camera capturing the underlying imagery of Customer Data failed to capture that imagery in accordance of the instructions provided by Jacobs (provided on request) ; (iii) if the operator/inspector fails to capture the underlying imagery, Jacobs does not warrant the accuracy of the Output Data and may not be able to use such imagery to provide the Services and create the Output Data.

8.2 SOLE REMEDY. IN THE EVENT OF ANY BREACH OF ANY WARRANTY SET FORTH IN THIS SECTION 8, AS CUSTOMER'S SOLE REMEDY AND JACOBS' SOLE LIABILITY, JACOBS WILL PROMPTLY USE COMMERCIALLY REASONABLE EFFORTS TO RE-CREATE THE OUTPUT DATA IN A MANEER THAT CORRECTS THE INACCURACY.

8.3 DISCLAIMER OF WARRANTY. THE SERVICES, INCLUDING THE OUTPUT DATA ARE TOOLS AND ARE INTENDED ONLY TO ASSIST CUSTOMER DESIGN, ANALYZE, SIMULATE, ESTIMATE, TEST AND CONDUCT OTHER ACTIVITIES AND THE SERVICES ARE NOT A SUBSTITUITE FOR CUSTOMER'S PROFESSIONAL JUDGEMENT. THE SERVICES AND OUTPUT DATA ARE FOR INFORMATIONAL PURPOSES ONLY. IT IS CUSTOMER'S SOLE RESPONSIBLITY TO DETERMINE WHETHER THE USE OF AN OUTPUT DATA IS APPROPRIATE FOR CUSTOMER'S PURPOSES. CUSTOMER IS SOLELY RESPONSIBLE FOR CUSTOMER'S USE OF THE SERVICES AND ANY RESULTS PRODUCED BY THE SERVICES, INCLUDING THE OUTPUT DATA. CUSTOMER IS ALSO RESPONSIBLE FOR ESTABLISHING ADEQUATE, INDEPENDENT PROCEDURES FOR VERIFYING THE RELIABILITY, ACCURACY, COMPLETENESS, COMPLIANCE WITH APPLICALBE LEGAL REQUIREMENTS AND OTHER CHARACTERISTICS OF ANY OUTPUT DATA. JACOBS DOES NOT WARRANT THAT THE SERVICES OR OUTPUT DATA CONSTITUTE PROFESSIONAL ENGINEERING SERVICES OR THAT ACCESS TO OR OPERATION OF THE SERVICES WILL BE WITHOUT INTERRUPTION, SECURE OR ERROR-FREE. JACOBS WILL NOT BE LIABLE OR RESPONSIBLE IN ANY MANNER WHATSOEVER FOR CUSTOMER'S USE OF ANY OUTPUT DATA GENERATED BY THE SERVICES, INCLUDING ANY RESULTS OBTAINED FOR SUCH USE OR ANY EXPENSES OR DAMAGES RESULTING FROM THAT USE.

8.4 NO RELIANCE. CUSTOMER ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN OR INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

9. INDEMNIFICATION; LIMITATION OF LIABILITY.

9.1 <u>Indemnification</u>.

(a) <u>By Customer</u>. Customer shall indemnify and defend Jacobs and its directors, officers, agents and employees, and hold them harmless, against any and all third-party claims, suits, actions, loss, damages, liabilities, costs or expenses (including reasonable attorneys' fees) ("<u>Losses</u>") to the extent arising out of: (i) Customer's non-compliance with or violation of any applicable laws or regulations; (ii) misuse or unauthorized use of the Services by Customer or any person who accesses the Services through Customer; (iii) Customer's breach of its confidentiality obligations or any other term of this Agreement; or (iv) any claim that the Customer Data violates or misappropriates the intellectual property rights or other rights of a third party.

(b) <u>By Jacobs</u>. Jacobs shall indemnify and defend Customer and its directors, officers, agents and employees, and hold them harmless, against any Losses to the extent arising out of: (i) alleged infringement by the Services of any copyright or other intellectual property rights of any third party; or (ii) Jacobs' breach of its confidentiality obligations or any other term of this Agreement. If the Services, or any portion thereof become subject to any third-party suit, claim, action or demand ("<u>Claim</u>") or in Jacobs' reasonable judgment is likely to become

subject to a Claim, alleging that the Services infringe, misappropriate or violate a third party's intellectual property rights, Jacobs may within a reasonable time, at its sole option and expense: (i) secure for Customer the right to continue the use of such item; (ii) replace such item with a substantially equivalent item not subject to any such Claim; (iii) modify such item so that it becomes no longer subject to any such Claim; and/or (iv) contest the Claim. If Jacobs determines, in Jacobs' reasonable discretion, that it is not commercially feasible to procure the right to continued use of the applicable item or to replace or modify the applicable item as provided in clauses (i), (ii) and (iii) of the preceding sentence, Jacobs may terminate access to the item, and Jacobs' sole liability under this Section shall be to refund Customer all fees and expenses paid by Customer to Jacobs for such item. THIS SECTION 9.1 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD-PARTY INFRINGEMENT CLAIMS AND ACTIONS.

9.2   Process. All of the foregoing indemnity obligations of Jacobs and Customer are conditioned on: (a) the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, provided that failure to give prompt notice shall not relieve the indemnifying party's obligation hereunder unless the indemnifying party's ability to defend the Claim is prejudiced in a material way; (b) the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and (c) the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense.

9.3   Limitation of Liability.

(a)   CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING OUT OF THIS AGREEMENT, (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS, COSTS OF PROCURING SUBSTITUTE GOODS, OR COSTS OF LOST OR DAMAGED DATA), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBLE EXISTENCE OF SUCH LIABILITY.

(b)   LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATING TO A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS OR INDEMNIFICATION, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO JACOBS DURING THE TWELVE (12) MONTHS PRECEDING THE DATE WHEN THE FIRST SUCH CLAIM AGAINST SUCH PARTY FIRST ACCRUED. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

10.   TERM AND TERMINATION.

10.1   Term. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect until (a) the end date set forth in a Scope Document or, (b) If no end date is specified, in the scope document, then termination will be determined at client request and/or Dragonfly administrative process.

10.2   Termination.

(a)   For Convenience. Jacobs may terminate the Agreement for any or no reason effective immediately on written notice to Customer.

(b)   Uncured Breach. If any material breach of this Agreement occurs, and such breach is not cured within thirty (30) days after written notice from the non-defaulting party, the non-breaching party shall have the right to terminate this Agreement by giving written notice of termination to the breaching party, which termination shall be effective thirty (30) days after receipt of such written notice of termination.

(c)   Violation of Limitations on Use. Without limiting the general application of Section 10.2(a), if Jacobs reasonably believes that Customer is violating or has violated Section 2.2 (Limitations on Use) in any material way, Jacobs may suspend Customer's access to the Services immediately. Jacobs shall provide written notice of any such suspension promptly to Customer. If after good-faith discussion with Customer, Jacobs believes in its sole discretion that Customer is violating or has violated Section 2.2 (Limitations on Use) in any material way, Jacobs may terminate this Agreement effective immediately upon written notice to Customer.

(d)   Insolvency, Etc. Either party may terminate this Agreement immediately upon written notice to the other party if the other party becomes insolvent; is dissolved or liquidated; has a petition in bankruptcy, reorganization, dissolution or liquidation, or similar action filed by or against it; is adjudicated a bankrupt; has a receiver appointed for its business; or makes an assignment for the benefit of creditors.

10.3   Effects of Termination.

(a)   Termination of Services; Fees. Upon expiration or other termination of the scope document for any reason, Customer shall immediately stop using, and Jacobs shall be authorized to stop providing access to, the Services.

(b)   Effect on Scope Document. In the event this Agreement expires or is terminated by Customer as permitted by Section 10.2, all of the Scope Document then in effect shall also terminate unless Customer expressly requests otherwise. If Customer requests that one or more Scope Document not terminate as set forth in the preceding sentence, then the terms and conditions of this Agreement shall continue in full force and effect, and shall continue to apply, with respect to such Scope Document for their respective Terms.

11.   MISCELLANEOUS.

11.1   Governing Law. This Agreement will be governed by the laws of the State of Texas, without regard to the principles of conflicts of laws thereof. If Customer is a federal, state or municipal entity, the governing law shall be the law of the state where the Customer is incorporated.

11.2   Relationship of Parties. This Agreement does not create a joint venture,

partnership, employment relationship or other agency relationship between the parties.

11.3   Compliance with Laws. Each party will comply with all applicable federal, state and local laws, rules and regulations, including export regulations and privacy laws ("Laws"). Customer will be solely responsible for the compliance of Customer Data with Laws and will comply with all Laws relating to the use, disclosure and transmission of such Customer Data.

11.4   Force Majeure. Except for Customer's payment obligations, neither party is responsible from any delay or failure to perform resulting from any event of force majeure or other cause beyond its reasonable control.

11.5   No Waiver. Any failure or delay on the part of either party in the exercise of any right or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege. All waivers and consents, if any, given hereunder shall be in writing.

11.6   Assignment. Neither party shall assign this Agreement nor any of its rights, interests, privileges, licenses or obligations hereunder without the other party's prior written permission; notwithstanding the foregoing Jacobs may assign this Agreement to an affiliate of Jacobs, and each party may assign its rights and obligations hereunder to any successor-in-interest to all or substantially all of such party's assets to which this Agreement pertains.

11.7   Headings. The headings in this Agreement are inserted for convenience of reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

11.8   Severability. In the event that any provision of this Agreement is found to be invalid, voidable or unenforceable by any court of law with competent jurisdiction, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall not affect either the validity of this Agreement or the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

11.9   Equitable Relief. The parties each acknowledge that any breach of license terms or restrictions or of Section 7 (Confidentiality) cannot adequately be compensated by damages in an action at law and that a breach or threatened breach of any such provision would cause the non-breaching party irreparable injury and damage. The parties, therefore, agree that the non-breaching party shall be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any actual or threatened breach of license terms or Section 7; *provided, however,* that no specification in this Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition against the pursuit of other legal or equitable remedies in the event of such a breach.

11.10   Survival. Any rights and obligations which by their nature survive and continue after the end of this Agreement shall survive and continue and shall bind the parties and

their successors and assigns, until such obligations are fulfilled. Without limiting the foregoing, upon the expiration or termination of this Agreement for any reason, Sections 2, 6, 7, 8, 9, 10.3 and 11of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

11.11   Entire Agreement. This Agreement and any Scope Documents constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

11.12   Independent Contractors. The parties acknowledge that the relationship of Customer and Jacobs is that of independent contractors and that nothing contained in this Agreement will be construed to place Customer and Jacobs in the relationship of principal and agent, master and servant, partners or joint ventures.

11.13   Notices. Unless otherwise provided in this Agreement, all notices, requests, consents and other communications required or permitted under this Agreement will be in writing and will be sent to each party at the address set out in the preamble of this Agreement, the Scope Document, or any address later provided by such party as provided herein. All notices will be sent by registered or certified mail, or reputable overnight courier. All notices sent by registered or certified mail will be deemed effective on the fifth day after deposit in the mail. All notices sent by overnight carrier will be deemed effective the day after deposit or transmission, as applicable.