

Technical Training Agreement

This technical training agreement (hereinafter "Agreement") between Jacobs U.K. Limited (a Jacobs Engineering Group Inc. company), a company incorporated under the laws of England & Wales with registered No. 02594504, of Cottons Centre, Cottons Lane, London, SE1 2QG, United Kingdom (hereinafter "Jacobs") and you, either an individual or a legal entity employing an individual who intends to attend the Training (as defined below), (collectively referred to as "You" or "Your").

If you do not wish to accept the following terms, you (or your employee, where applicable) will not be entitled to attend your selected Jacobs' Flood Modeller technical training course ("Training"). This Agreement will become effective upon the earlier to occur of you accepting the quotation for the Training and confirming your unconditional acceptance of these terms and conditions or when you attend (or your employee attends) the Training.

1. Jacobs shall exercise reasonable skill, care and diligence in the performance of its obligations under this Agreement and in respect of the provision of the Training. Jacobs shall use reasonable endeavours to provide the Training at the time and location stated on the website and/or in the quotation for the Training, but Jacobs reserves the right to reschedule any Training as a result of any circumstances outside of its control.
2. The knowledge and information gained from your (or your employee's) Training is provided for your sole benefit and exclusive use. You agree that any know-how, techniques or processes listed within the Training material or carried out during the course of the Training shall at all times remain the property of Jacobs and are Jacobs' confidential information.
3. Charges for the Training are as set out on the Flood Modeller website (www.floodmodeller.com) and/or the quotation for the Training. All fees quoted are exclusive of VAT, which you shall be required to pay in addition at the prevailing rate. Full payment for the Training shall be made by you in advance. If payment is not made at the time of booking via the website, then payment must be made in accordance with the details specified on the invoice which will be sent to you.
4. If you wish to cancel the Training and this Agreement, then provided that Jacobs receives notice of cancellation no later than one month prior to the scheduled date for commencement of the Training, you shall be entitled to a refund of 50% of the charges payable for the Training. Thereafter, you shall not be entitled to any refund and the full amount shall remain payable by you. You may nominate an alternative participant at no additional cost to you at any time prior to commencement of the Training.
5. Save to the extent that liability cannot be limited by law: (i) the total liability of Jacobs under or in connection with this Agreement and/or the Training whether in contract, in tort (including negligence), for breach of statutory duty or otherwise shall be limited in total to the amount paid by you in respect of the relevant Training; and (ii) Jacobs shall have no liability whatsoever in respect of any

consequential or indirect loss or any actual or expected loss of profit, loss of revenue, loss of goodwill or loss of opportunity howsoever arising; and (iii) you shall look only to Jacobs (and not to any individual person who provides any of the Training) for redress if you consider that there has been any breach of this Agreement and you agree not to pursue any claims in contract, tort (including negligence), delict or statute against such individuals as a result of carrying out any obligations under or in connection with this Agreement at any time.

6. The obligations and liabilities of the parties to this Agreement are as expressly set out in this Agreement and all implied terms, conditions and warranties, including without limitation any implied warranty of condition, merchantability and fitness for a particular purpose are hereby excluded to the fullest extent permitted by law.
7. Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.
8. This Agreement shall be governed by English law and for all matters arising under, out of, or in connection with the Agreement, the parties to this Agreement shall submit themselves to the exclusive jurisdiction of the English Courts.