

BETA TESTING END USER LICENSE AGREEMENT

This Beta Testing End User Licence Agreement (“**EULA**”) is a legal agreement (hereinafter “**Agreement**”) between **HALCROW GROUP LIMITED**, (a Jacobs Engineering Group Inc. company), a company incorporated under the laws of England & Wales with registered No. 03415971, of Elms House, 43 Brook Green, London, W6 7EF, United Kingdom, (the “**Supplier**”), and you, either an individual or a single entity, (collectively referred to as “**You**” or “**Your**” or “**User**”) for any services using Flood Cloud, Parallel Works Inc., incorporated under the laws of the state of Delaware with an address at 222 Merchandise Mart Plaza, Suite 1212, Chicago IL 60654 collectively . This Agreement covers all Beta Software associated with the Supplier’s Brands software, the associated media, any printed materials, data, files and information and any "online" or electronic documentation (“**Beta Software**”) which it accompanies, as well as any related documentation which has been or will be provided to You without payment of any fees or costs. This Agreement takes precedence over any other agreement or terms embedded within the software.

The installation of the Software by User shall be deemed an acceptance of this EULA by the Customer.

During installation of the Software, the User may be required to indicate acceptance of this EULA by clicking an "acceptance" or "I agree" button. By clicking “I accept” of installing, copying, or otherwise using the Beta Software, you acknowledge that you are acting individually or are an authorised representative of your organisation and have read and understood this agreement and agree to be bound by the terms of this licence grant (“**Licence**”).

The Supplier grants a licence for the use of the Beta Software subject to the terms of this EULA. A person shall have no right to use, download, copy, run an executable copy or otherwise exploit the Beta Software unless such person accepts this EULA.

These licence terms represent the entire set of terms of terms and conditions governing your use of this beta test software and accompanying written materials (where applicable) and supersede any other prior proposal, representation, or understanding between parties.

Your clicking “I accept” or installing, copying, or otherwise using the Beta Software constitutes acceptance of all the terms and conditions of this agreement, including the terms of the licence grant set forth herein. It is highly recommended that you keep a copy of this agreement for your records.

1. INTERPRETATION

1.1 In this EULA the following words and expressions shall, unless the context otherwise requires, have the meaning given to them in this clause 1.1 below:

“**Affiliate**” means a holding or subsidiary company of a party or a subsidiary of the holding company each having the meaning assigned to them by section 1159 of the Companies Act 2006.

“**Authorised User**” means an Employee who is authorised to access and use the Beta Software in accordance with this Agreement.

“**Beta Software**” means the Halcrow software programs which are licensed hereunder for evaluation and testing purposes only, including any enhancements, derivatives and modifications thereto.

“**Confidential Information**” has the meaning given to it in clause 6.

“**Documentation**” means user manuals, technical manuals, and any other materials provided by the Supplier, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Beta Software.

“**Design Documents**” means technical documentation describing the structure and design of the Software code or its architecture.

“**Effective Date**” means the date you click “I accept” or install, copy, or otherwise use the Beta Software, as the date of the Agreement.

“**Employees**” means individuals who are engaged by the User or its Affiliates under an employment contract or as consultants working under the control of the User at the User’s premises during the Term including the User’s officers and directors.

“**Group**” means any person and its Affiliates from time to time.

“**Intellectual Property Rights**” means all industrial and intellectual property rights including patents, petty patents, utility models, copyright, database rights, design rights, registered and unregistered designs, design patents, trade marks, trading names, internet domain names, rights in the get-up of products (including the screens and user interfaces of software products) and other signs and indications of origin, and rights in technical know-how, data and confidential information, in each case whether registered or not and including pending applications and the right to apply for any of the foregoing and other rights of the same or similar effect anywhere in the world.

“**IP Claim**” is defined in clause 4.6.

“**Licence**” is defined in clause 2.1.

“**Media**” means the CD-ROM or other physical medium on which the Beta Software is supplied to the User.

“**Parties**” means the Supplier and You, and “**Party**” means either one of them.

“**Supplier’s Brands**” means the brand names, trade marks and trading names “FLOOD MODELLER”, “FLOOD MODELLER PRO”, “FLOOD MODELLER FREE”, “FLOOD CLOUD”, “FLOOD MODELLER SUITE”, “FLOOD ALERT”, “FLOOD PORTAL”, “ISIS”, “CH2M”, “CH2M HILL”, “HALCROW”, “JACOBS”, “PARALLEL WORKS”, and other trade marks or signs that may be adopted from time to time by the Supplier’s Group (including any members of the Jacobs Engineering Group Inc.) in relation to its software products or services or which may from time to time appear on the Supplier’s Group price list or featured on its website (or featured on any Jacobs Engineering Group Inc. price list or website) including any stylised representation of such words, associated logos, designs, get-up and slogans.

“**Supplier’s IP**” means any Intellectual Property Rights in or relating to the Software, New Releases, the User Documentation, the Design Documents, the Source Code and the Supplier’s Brands.

“**Source Code**” means the Software in human-readable form.

“**User Documentation**” means the instruction manuals, user guides, training materials, 'Help' features and other information related to the use of the Beta Software which may be provided or made available by the Supplier to You in either printed or machine readable form, including embedded in the Beta Software, and (where relevant) as amended or replaced by the Supplier. Except where specifically agreed otherwise, the User Documentation which may be provided to You under this Agreement shall not include the Source Code or Design Documents.

2. TITLE

- 2.1 By this Agreement You acquire a limited licence to use the Beta Software and the User Documentation (subject to the terms of this Agreement) solely for evaluation and testing purposes. No other rights, title or interest in, to or under the Supplier's IP are granted to You under this Agreement or should be implied. As between the Parties, all rights in the Supplier's IP are and shall remain the sole property of the Supplier.
- 2.2 Nothing in this Agreement obligates the Supplier to create any updates or enhancements, nor to provide technical support or maintenance services for the Beta Software.

3. ACKNOWLEDGMENT OF VALIDITY AND LIMITED RIGHTS FOR EVALUATION AND TESTING ONLY

- 3.1 Upon your acceptance of the Agreement, the Supplier grants you a revocable, non-exclusive, non-transferable, limited purpose license to use the Beta Software in object code form only, and the User Documentation, only as authorized in this License, and you hereby acknowledge and agree to the validity of this Agreement and the terms and conditions contained herein, and agree to be bound hereto.
- 3.2 The Beta Software and related User Documentation have been designed and developed by the Supplier, either alone or together with other third parties, and this License is being made on behalf of all parties who contributed to the Beta Software and Documentation. Subject to the terms and provisions set forth herein, You accept delivery of the Beta Software solely for the purpose of testing and evaluating the same. The Supplier is willing to permit You to use and evaluate the Beta Software under the terms and conditions of this Agreement in order to obtain User information regarding such Beta Software, which may be helpful to the Supplier in making any improvements, enhancements or modifications with respect thereto. Instructions as to how the User can provide User Information will be provided with the software.
- 3.3 The Beta Software may be used only on a computer owned, leased or otherwise controlled by You. You may not use the Beta Software on any other platform, including, but not limited to, servers, except as expressly provided herein. The Beta Software is "in use" on a computer when it is loaded into temporary memory (i.e., RAM) or installed into permanent memory (e.g. hard disk, CD-ROM or other storage device) of that computer. If the Beta Software is designed to provide services or functionality to servers, the Beta Software shall be used on a single server owned, leased or otherwise controlled by User.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 Except for the Licence expressly granted to the User under clause 3, this Agreement does not grant to the User and the User agrees and acknowledges that it shall not acquire (whether under this Agreement or as a result of the use of the Beta Software in accordance with this Agreement) any right, title, interest or licence in or under any Supplier's IP.
- 4.2 You acknowledge and agree that the Beta Software and Documentation are Intellectual Property Rights and are proprietary to the Supplier or its third party contributors and are protected under the intellectual property laws of the United States, the United Kingdom, numerous other countries and certain international treaty provisions.
- 4.3 You acknowledge and agree that the entire right, title and interest in and to the Beta Software and Documentation, including associated Intellectual Property Rights, are and shall remain with the Supplier or its third party contributors. The Supplier and its third party contributors retain all rights not expressly granted herein.

- 4.4 In the event of any actual or suspected infringements of Supplier's IP anywhere in the world (an “**Unauthorised Use**”), the Supplier at its sole and unfettered discretion, shall decide whether to take any action or make any threats or statements in relation to such Unauthorised Use and if so what action to take. The User shall not take or threaten any action or legal proceedings and shall not make any threats, complaints or statements to any third party in relation to any Unauthorised Use.
- 4.5 The User shall promptly notify the Supplier (giving all relevant details) upon becoming aware of any Unauthorised Use by the User itself, its Group members, its Authorised Users or by any Employees or by any third party that obtained access to the Beta Software or the Supplier's IP through any of the foregoing and, where such Unauthorised Use is under the Users control, shall immediately cause it to be discontinued. At the Supplier's request, the User shall certify to the Supplier in writing (insofar as it can ascertain using its best efforts) the date on which the Unauthorised Use commenced and the date it ceased and shall certify to the Supplier that any Unauthorised Use referred to in this clause 9.3 has ceased.
- 4.6 If any claim is brought or threatened by a third party against the User, alleging that the Software (or any part thereof) infringes such third party's Intellectual Property Rights (an “**IP Claim**”) the User shall immediately notify the Supplier in writing giving detailed particulars of the IP Claim. The User shall not make any comment or admission to any third party in respect of any IP Claim without the prior written consent of the Supplier (except, insofar as urgently necessary to maintain its legal position, to deny the claim).
- 4.7 The Supplier shall be entitled and, on the Supplier's request the User shall grant the Supplier such authority as required to allow the Supplier to assume control over the defence of any IP Claim and to settle such claim on the User's behalf (provided that such settlement does not impose any liability on the User other than restrictions on its use of the Beat Software).

5. EVALUATION AND REPORTS

- 5.1 The User shall upon request provide the Supplier with reports concerning its opinion and evaluation of the Beta Software. User shall consult with representatives of Supplier as requested concerning the performance of the Beta Software. User agrees that right, title and interest to any reports, feedback or suggestions relating to the Beta Software or any inventions relating to an improvement, modification or enhancement of the Beta Software conceived in, or made as a result of, User's performance of this Agreement shall become the exclusive property of the Supplier and that Supplier may disclose and use such information for any purposes whatsoever, entirely without obligation of any kind to User.

6. CONFIDENTIAL INFORMATION AND DATA

- 6.1 Under no circumstances shall User disclose, directly or indirectly, or take any other action which would result in the unauthorized disclosure of any confidential or proprietary data whatsoever, including, but not limited to, reproduction of data furnished to User by Supplier.
- 6.2 The release of confidential information to User does not constitute a commercialisation of the Beta Software, but rather is a release for testing purposes only. User shall not disclose to any third party the terms of this Agreement, or the results of any User evaluation hereunder except with the written consent of Supplier, which consent may be withheld in Supplier's sole and absolute discretion. User shall, upon Suppliers request, certify in writing as to the return or destruction of all such confidential information.
- 6.3 For purposes of this Agreement, “confidential and proprietary information” shall include, but not be limited to, the Beta Software, including its functionality, performance, business purpose, specifications, Documentation, test results obtained by User through use of the Beta Software, any material data relating

to use of the Beta Software, including, but not limited to defects, deficiencies, errors, omissions, work-arounds, features, enhancements, updates, upgrades, and other information typically relating to unreleased version(s) of computer programs, and any and all information, either written or oral, relating to the Beta Software, including plans, business and financial information, which may from time-to-time, be disclosed by Supplier to User during the term of this Agreement. It is understood by both parties that ANY information provided by Supplier during the term to User relating to the Beta Software is Supplier's confidential and proprietary information.

- 6.4 The parties shall use such confidential and proprietary information only for the purpose set forth in Section 2 above. User shall make no other use of the confidential and proprietary information, in whole or in part, without the specific prior written consent of Supplier. User shall not translate, copy, disassemble, reverse engineer, or decompile any Beta Software, nor shall User make copies or translations of any Documentation.
- 6.5 User shall maintain Supplier's confidential and proprietary information in strict confidence, shall limit internal disclosure of confidential and proprietary information to employees having a legitimate need to know, and shall exercise the same degree of care in protecting Supplier's confidential and proprietary information as it exercises in protecting its own confidential and proprietary information. User may make copies of the Beta Software only to the extent necessary for the purpose of this Agreement, provided that User shall also reproduce and include Supplier's trade secret, copyright, or other Intellectual Property Rights notices on each such copy.
- 6.6 Any other related materials supplied by the Supplier, including Documentation, may not be reproduced in any manner by User. The original and all copies of confidential and proprietary information shall remain the property of the Supplier and shall be returned to Supplier upon demand.

7. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

- 7.1 User acknowledges that the Beta Software has not been completely tested and will contain defects or deficiencies which cannot or may not be corrected. User further acknowledges that use of the Beta Software may involve the transmission, upload, download, translation or transfer of its data to a server or computer platform outside of User's control, and some errors in the data may occur while transferring, transmitting or translating data while using the Beta Software. Supplier cautions User not to use the Beta Software other than for the evaluation and testing purposes as set out in clause 2.1 above.
- 7.2 User acknowledges that Supplier has no express or implied obligation to announce or introduce the Beta Software or any similar or compatible product. User acknowledges that all use, testing, research and development performed by it pursuant to this Agreement are done entirely at its own risk.
- 7.3 Accordingly, Supplier makes not representations or warranties, express or implied, regarding the use or performance of the Beta Software (including any third party material or contributions contained therein), including limitation the implied warranties of the merchantability and fitness for a particular purpose.
- 7.4 Supplier has no duty of care towards User in any regard in respect of the Beta Software and this is accepted by the User.
- 7.5 User accepts the Beta Software in "as is" condition, and neither supplier nor any of its licensors, third party contributors, affiliated companies, nor any of their respective officers, directors, employees and agents shall be liable for any damages whatsoever regardless of the nature of the claim. Nor shall the Supplier have any liability to third parties arising from any Beta Software, third party material contained therein, or

any other source, even if the Supplier or its licensors, third party contributors, suppliers or service providers have been advised of the possibility of such damages.

7.6 Supplier shall not be liable to User for any:

7.6.1 loss of profits;

7.6.2 loss of business;

7.6.3 depletion of goodwill;

7.6.4 loss of anticipated savings;

7.6.5 loss of goods;

7.6.6 loss of contract;

7.6.7 loss of use;

7.6.8 loss of corruption of data or information; or

7.6.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;

8. INDEMNIFICATION

8.1 User acknowledges and agrees that it will indemnify, hold harmless, and defend Supplier (including all of its officers, employees, directors, subsidiaries, representatives, affiliates, agents, licensors, third party contributors, service providers and suppliers) from and against any damages (including attorney's fees and expenses) claims, and lawsuits that arise a result from User's improper use of the Beta Software, including in combination with any third party hardware, software, system, network or service, or as a result of User's breach of any representation, warranty, covenant or other obligation set forth in this Agreement.

9. THIRD PARTY SOFTWARE

9.1 Where third party software is accessed by the Beta Software then the use of that third party software is subject to the third party licence terms.

9.2 Access to the third party software is provided to the User 'as is' and the Supplier disclaims any warranty or representation in relation to the third party software.

10. CONSEQUENCES OF BREACH

10.1 User acknowledges that:

- (a) Irreparable injury and damage to Supplier will result from unauthorized disclosure or use of the Beta Software, Documentation or Confidential Information gleaned by User through use of the Beta Software, and from uses of the Beta Software other than as contemplated herein;
- (b) Monetary damages may not be a sufficient remedy for unauthorized disclosure or use of the Beta Software, Documentation or Confidential Information;
- (c) Supplier shall be entitled, without waiving any additional rights or remedies available to it at law, in

equity, or by statute, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction; and

- (d) User's breach of this Agreement shall result in immediate termination of this Agreement and may be cause for exclusion in other Supplier sponsored testing or other Beta Software programs, among other remedies available to Supplier at law or in equity.

11. TERM AND TERMINATION

11.1 This Agreement shall commence on the Effective Date and shall continue in full force and effect (unless terminated earlier under this clause 11 or otherwise under this Agreement) until the Supplier determines in its sole discretion that the Supplier no longer has a need for User information regarding the Beta Software or otherwise for Suppliers convenience; or Supplier has learned that the terms of this Agreement and License have been breached by User.

11.2 The Supplier may terminate this Agreement at any time on written notice to the User with immediate effect, if:

11.2.1 the User or any of its Affiliates challenges, opposes or seeks to invalidate or revoke any of the Supplier's IP or makes or threatens any claims relating to, or denies the Supplier's title or entitlement or licensed rights to the Supplier's IP, or assists another person to do any of the foregoing; or

11.2.2 the User or any of its Affiliates infringes or assists or knowingly enables another person to infringe the Supplier's IP (including by any use of the Beta Software not in accordance with this Agreement), provided that, where such infringement is innocent, the Agreement shall not terminate if the User causes all infringing use of the Supplier's IP to be discontinued within seven (7) days of written notification.

12. EFFECT OF TERMINATION

12.1 Upon the expiry or termination of this Agreement:

12.1.1 except as provided hereunder, this Agreement shall forthwith terminate and have no further effect, and no Party shall have any further rights, obligations or liabilities hereunder;

12.1.2 the Licence granted to the Customer under clause 2 shall terminate with immediate effect and the User shall not do any act which, in the absence of such licence, would constitute an infringement of Supplier's IP;

12.1.3 the User shall cease any use of the Beta Software and shall immediately, permanently and irreversibly destroy and remove from its computer systems, or return to the Supplier (as they shall instruct) all copies of the Beta Software in its or its Group's possession or control and all copies (including electronic copies) of the User Documentation and any other user other documentation relating to the Beta Software (including, if relevant, any copies of the Design Documents or the Source Code) in the User's group's possession or control, and shall irreversibly destroy or return to the Supplier (as they shall instruct) all Back-Up Media in its or its Group's possession or control and, in the case of destruction, certify to the Supplier that it has destroyed all Beta Software, User Documentation and Back-Up Media and other materials relating to the Beta Software and it shall not keep and shall procure that its Affiliates and Employees do not keep any copy of the Beta Software, User Documentation or Back-up Media or other such materials or any part thereof; and

- 12.1.4 the User shall return to the Supplier all records of the Supplier's Confidential Information in the User's Group's possession or control and shall not and shall procure that its Affiliates do not retain any such copies or records of such Confidential Information (except to the extent reasonably required for compliance with legal and regulatory requirements regarding keeping records).
- 12.2 The User shall procure that all Authorised Users who had access to the Beta Software or the User Documentation and all its Group members comply with the obligations under clauses 11.1.3 and 11.1.4 and shall, at the Supplier's request, certify in writing to the Supplier that such obligations have been duly complied with.
- 12.3 Termination of this Agreement shall not affect any provision of this Agreement intended to have effect after termination or necessary for its interpretation.

13. GENERAL

- 13.1 Nothing in this Agreement shall create, or be deemed to create, a partnership between the Parties. Except as expressly provided herein, this Agreement shall not be construed as giving rise to the relationship of principal and agent or to any authority by a Party to represent or act on behalf the other.
- 13.2 The User shall not use the Supplier's name or the Supplier's Brands for any purpose without the prior written consent of the Supplier (except to indicate that it is using the Beta Software under licence from the Supplier). The Supplier shall not use the User's name for any purpose without the prior written consent of the User (except to indicate that the User is using the Beta Software under licence from the Supplier).
- 13.3 A person who is not a party to this Agreement shall have no rights to enforce the provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 13.4 A waiver, express or implied, by either Party of any right under this Agreement or of any failure to perform or breach hereof by the other Party hereto shall not constitute or be deemed to be a waiver of any other right hereunder or of any other failure to perform or breach hereof by such other Party, whether of a similar or dissimilar nature thereto. No modification, alteration or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed on behalf of each of the Parties.
- 13.5 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent territory to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 13.6 The rights and remedies herein provided are cumulative with and not exclusive of any right or remedies provided by law.
- 13.7 If at any time any provision of this Agreement is or is held to be illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provision of this Agreement.
- 13.8 This Agreement is the entire agreement between the Parties and supersede all other agreements, statements, letters and other arrangements between the Parties in relation to the subject matter hereof. Each Party acknowledges that it has not relied on or been induced to enter this Agreement by a representation other than those expressly set out in this Agreement. This clause 14.7 does not affect a Party's liability in respect of a fraudulent misrepresentation.
- 13.9 This Agreement including any non-contractual claims relating to its subject-matter is governed by English law and the Parties submit to the exclusive jurisdiction of the courts of England in relation to any dispute

between them arising out of the subject matter of this Agreement including as to its formation, interpretation and effect.

- 13.10 U.S. Government Restricted Rights. If the Beta Software is acquired for or on behalf of the United States of America, its agencies and/or instrumentalities (“**U.S. Government**”), it is provided with RESTRICTED RIGHTS. The Software and accompanying documentation are “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to 48 C.F.R. 12.212 and 227.7202, and “restricted computer software” pursuant to 48 C.F.R. 52.227-19(a), as applicable. Use, modification, reproduction, release, performance, display, or disclosure of the Beta Software and accompanying documentation by the U.S. Government are subject to restrictions as set forth in this Agreement and pursuant to 48 C.F.R. 12.212, 52.227-14 (Alternate III), 52.227-19, 227.7202, and 1852.227-86, as applicable.
- 13.11 User’s obligations under this Agreement and License shall survive the termination of this Agreement and commercial release of the Beta Software.