

# License Agreement

May 1, 2014

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Termination is not the sole remedy under this Agreement and, whether or not termination is effected, all other remedies, legal and equitable, will remain available.

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## 11. GENERAL

- a. **Independent Contractors.** The parties and their respective personnel are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
- b. **Binding Nature.** Subject to all other provisions herein contained, this Agreement shall be binding on the parties and their successors and permitted assigns.
- c. **Assignment.** Licensee may not assign or otherwise transfer this Agreement, or any part hereof, nor delegate any of its duties hereunder, whether by operation of law or otherwise, to any third party. Licensee may delegate specific duties and obligations hereunder to an Affiliate, however, in the event that Licensee wishes to assign or transfer this entire Agreement to an Affiliate, Licensee may do so only via a novation whereby all parties agree to such novation in writing and the Affiliate in effect becomes the Licensee hereunder.
- d. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other part of this Agreement, but the Agreement shall be construed as not containing the particular provision or provisions held to be invalid or unenforceable.
- e. **Waiver.** No delay or omission by either party hereto to exercise any right occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements to be performed by the others shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.
- f. **Governing Law; Exclusive Jurisdiction.** This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the law of the State of California (excluding any conflict of laws provisions of the State of California that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement shall be brought in the state courts of California. Each of the parties consents to the exclusive personal jurisdiction and venue of the state courts located in California.
- g. **No Construction Against Drafter.** The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.
- h. **Entire Agreement; Modification.** This Agreement sets forth the entire, final and exclusive agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties.

The parties expressly disclaim the right to claim the enforceability or effectiveness of any other amendments that are based on course of dealing, waiver, reliance, estoppel or other similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this section.

- i. Survival. The following sections shall survive any termination of this Agreement: 2.c, 2.d, 2.e, 2.f, 4, 5, 6, 7, 8 and 11.a.