

litigation) ("Claims") relating to, arising out of, or connected, directly or indirectly, with the use of Automation Technology under the terms of this Agreement, no matter when asserted, including without limitation, Claims relating to: (a) injury or death of any person or persons whomsoever, (b) damages to or loss of any property or resources, (c) common law causes of action such as negligence, gross negligence, strict liability, nuisance or trespass and/or (d) fault imposed by statute, rule, regulation or otherwise. The indemnity obligation and release provided herein shall apply regardless of cause or of any negligent acts or omissions of any of the Amoco Group.

10. Confidentiality.

(a) Licensee shall maintain in confidence and not disclose Automation Technology to any third parties, except contractors of Licensee performing maintenance or providing enhancements to the Proprietary Automation System for use as permitted under paragraph 2 hereinabove. Licensee shall be responsible for any disclosure or other breach of this provision by its contractors. Licensee agrees and acknowledges that Automation Technology is the confidential information of and is proprietary to Amoco. All applicable copyright, trade secret, patent and other intellectual property rights in Automation Technology and in the Proprietary Automation System are and shall remain in Amoco. To the extent that such materials are not already so marked, Licensee shall mark and maintain all documentation received from Amoco and relating to the Proprietary Automation System as follows:

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(b) The parties acknowledge that the rights reserved to the parties under this License Agreement are necessarily of a special, unique, and extraordinary nature and that the loss arising from breach or threatened breach thereof, cannot reasonably or adequately be compensated by money damages and will cause the parties to suffer irreparable harm and that a remedy at law for any breach thereof will be inadequate. Accordingly, the parties agree that each shall be entitled to injunctive or other extraordinary relief in case of any such breach or attempted or threatened breach of covenants set forth in this paragraph 10, prohibiting such breach or attempted or threatened breach and commanding compliance with such paragraph 10, merely by proving the existence of such breach or threatened or attempted breach, and without the necessity of proving irreparable harm or inadequacy of legal remedies. However, this provision shall in no way limit any other rights or remedies, including the recovery of damages, which the parties may have under the terms of this Agreement or at law or in equity.