

14. Audit Rights. Amoco shall have the right to perform audits or require Licensee to perform periodic self-audits to verify compliance with the terms and conditions of this License Agreement, including those relating to the use of Automation Technology. Periodic audits shall extend to such records, documentation, and other information insofar as reasonably deemed appropriate by Amoco for its review in order to support an opinion with respect to compliance with the terms of this License Agreement. A written report of the audit findings shall be submitted to Amoco. The frequency and scope of the audits shall be at the sole reasonable discretion and cost of Amoco.

15. Miscellaneous.

(a) Successors and Assigns. This Agreement is personal in nature and is for the sole benefit of the parties. The rights and obligations shall not be assigned by Licensee, either in whole or in part, without the express written consent of Amoco, and any such assignment that is made without such consent shall be void and of no force and effect. The terms, covenants and conditions contained in this Agreement shall be binding upon and shall inure to the benefit of Amoco and Licensee and their respective successors and assigns.

(b) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas, excluding any conflict of law rules which may require the application of laws of another jurisdiction.

(c) Notices. All notices, requests and other communications shall be provided in accordance with the terms of the Purchase and Sale Agreement.

(d) Amendments and Severability. No emendments or other changes to this Agreement shall be effective or binding on either of the parties unless the same shall be in writing and signed by both Amoco and Licensee. The invalidity of any one or more provisions of this Agreement shall not affect the validity of this Agreement as a whole, and in case of any such invalidity, this Agreement shall be construed as if the invalid provision had not been included herein.

(e) No Third Party Beneficiaries. Nothing contained in this Agreement shall entitle anyone other than Amoco or Licensee or their authorized successors and assigns to any claim, cause of action, remedy or right of any kind whatsoever.

(f) Headings. The titles and headings set forth in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.