

MRD

3-3-99

03-04-1999

R SHEET

RECEIVED
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MAR - 3 1999

Tab settings □ □ □ ▼

To the Honorable Commissioner

100976227

e attached original documents or copy thereof.

1. Name of conveying party(ies):

USTest, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Licensing Agreement

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Eurotest Environmental Technologies, LtdInternal Address: Unit 14 & 15 First Quarter
Blenheim RoadEpsom, Surrey, KT199QNStreet Address: England

City: _____ State: _____ ZIP: _____

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5,568,449

4,984,449

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William W. StaggInternal Address: P.O. Box 51308
Lafayette, LA 70505Street Address: 220 Heymann Blvd.
Lafayette, LA 70503

City: _____ State: _____ ZIP: _____

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 3.41).....\$ 80.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

03/03/1999 JSHAMZ 00000163 3368449

DO NOT USE THIS SPACE

01 FC:581

80.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

USTest, Inc.

By: Bobby G. Cobb, President

Name of Person Signing

Signature

02/24/99
DateTotal number of pages including cover sheet, attachments, and document: 17

USTest, Inc.

406 E. Madison St. Ste. 2004
Broussard, LA 70518
Phone (318) 839-1070
Fax (318) 839-8378

LICENSING AGREEMENT

THIS AGREEMENT is made and effective on the dates set forth hereinbelow, between:

USTest Inc., a corporation organized and existing under the laws of the State of Louisiana, in the United States of America, having its principal place of business at 406 E. Madison Street, Ste. 2004, Broussard, Louisiana 70518, USA (hereinafter referred to as "USTest")

AND

Eurotest Environmental Technology Ltd., a corporation existing under the laws of the State of Louisiana in the United States of America, having its principal place of business at Unit 14 & 15 First Quarter, Blenheim Rd., Epsom, Surrey, KT199QN, England (hereinafter referred to as "Licensee")

WHEREAS, USTest is engaged, among other things, in the manufacture, sale and service of its Products (hereinafter defined);

WHEREAS, USTest desires to appoint an Licensee in the market area in addition to its own direct sales;

WHEREAS, USTest agrees to appoint and designate Licensee as an independent Licensee contingent upon its compliance with certain obligations set forth hereinbelow;

WHEREAS, the Licensee desires to be one of USTest's independent licensees in accordance with the foregoing;

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions herein contained, USTest and the Licensee agree as follows:

SECTION I - DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

- A. Agreement: This Agreement plus any addendum and exhibits hereto. This Agreement supersedes any and all other contracts heretofore existing between USTest and the Licensee unless otherwise specified.
- B. Confidential Information: Information disclosed to Licensee in confidence by USTest that is not generally known in the industry in which Licensee or USTest is or may become engaged about the products, processes, inventions and services of USTest including information relating to research, development, manufacture, purchasing, accounting, engineering, marketing, merchandising, and selling.
- C. OEM Price List: A price list created by USTest at its sole discretion showing the Suggested Retail Price in U.S. Dollars in effect for the various components available for inclusion in a 2001 System. The current OEM Price List is attached hereto and made a part hereof as Exhibit "A" (1 of 3). The OEM Price List set forth in Exhibit "A" shall remain in effect for a period of one year from the date of this Agreement. At the conclusion of the one year period, the OEM Price List may be modified from time to time by USTest, in its sole discretion, upon notice to Licensee. Any modification to the OEM Price List must include an Effective Date which is defined as the date after which the proposed modification shall be in effect, however, in no event shall the Effective Date be earlier than (120) days following the date on which the notice of the modification has been sent to Licensee. Orders of Product received by USTest prior to the Effective Date shall be governed by the Retail Price List in effect prior to the new Effective Date.
- D. Licensee Discount: The amount subtracted from the Suggested Retail Price to determine the Licensee Purchase Price (hereafter defined). The Licensee Discount for USTest 2001 Automatic Tank Gauge and 2001 Aboveground Storage Tank system proprietary products (designated as 2001 products on OEM Price Lists, Exhibits "A" 1 of 3 and 2 of 3) is 50% of the Suggested Retail Price. The Licensee Discount and/or price structure on outsourced products (those without 2001 designation on the OEM Price Lists, Exhibited "A" 1 of 3 and 2 of 3) will be as follows:
 - 1. Outsourced products - not designated as a 2001 product will be 25% of the Suggested Retail Price.
 - 2. Parts, components or sub-assemblies - not designated as a 2001 product will be USTest cost plus 30%.

- E. Licensee Purchase Price: The Suggested Retail Price less the applicable Licensee Discount. Said price is quoted as EX-Works, Lafayette, Louisiana, and is payable within sixty (60) days of the date of shipment. All sales shall be final and payment shall be due as set forth herein, the only recourse of Licensee being the warranty obligations of USTest as set forth in Section IX. Extension of payment terms and/or payment of insurance, freight or other expenses related to the shipment of Product shall be added to the Licensee Purchase Price for billing purposes, but will not effect the amount of the Licensee Discount or the Suggested Retail Price for purposes of calculating refunds or discounts related to the Licensee Discount. The Licensee may, in his sole discretion, sell at a price different from the Suggested Retail Price, but this will have no effect whatsoever in the Licensee Purchase Price or any subsequent discounts or refunds paid by USTest.
- F. Ex-Works, Lafayette Louisiana: For purposes of this agreement, the term "Ex-Works, Lafayette, Louisiana" is herein defined to mean "... that the seller fulfills its obligations to deliver when it has made goods available at its premises (i.e. works, factory, warehouse, etc.) to the buyer. The buyer shall not be deemed to accept such goods until such time as goods are being loaded upon vehicles supplied by buyer and buyer shall bear all costs and risks involved in taking the goods from the seller's premises to the desired destination."
- G. Licensee: The Licensee with whom USTest has signed this Agreement. Said Licensee is totally independent from USTest and USTest makes absolutely no guarantee or undertaking regarding any installations, actions, statements, or financial or legal obligations of the Licensee except those stated by USTest in its own written product warranty which warranty is set forth in Section IX below. It is expressly agreed that Licensee is an independent contractor and has no right or authority, either express or implied, to assume or create, on behalf of USTest, any obligation or responsibility of any kind or nature, except rights and/or authority enumerated under this Agreement.
- H. Product(s): The USTest 2001 Automatic Tank Gauge, the USTest AST System and the USTest Ultrastick in their respective configurations and including their respective software and all of their respective various components both required and optional as listed on the OEM Price List (Exhibit "A")
- I. Suggested Retail Price: The suggested retail price as stated on the OEM Price List which USTest may change at any time upon notice by USTest in accordance with section "C" hereinabove.
- J. USTest 2001 Automatic Tank Gauge System: The combination of USTest components necessary to monitor one petroleum sales outlet or other fluid storage facility, each hereinafter referred to as a "Site", to include at a minimum the following:
1. 2001 ESOC ("Expandable Site Operating Controller") Controller.
- OR
- 2001 BB ("Basic Box") Controller.
2. 2001 Site Monitoring Software - DOS(Single System License).
 3. 2001 Ultrasonic Probe: one per tank per Site.
- K. USTest 2001 AST System: The combination of USTest components necessary to monitor one Site, to include the following:
1. 2001 AST Expandable Controller.
- OR
- 2001 AST Controller.
2. 2001 AST Ultrasonic Probe: one per tank per Site.
 3. Level and Inventory Management Software Included (Single System License).
- L. Optional Components: Any additional Optional Components (as listed on the OEM Price List) purchased for the same Site would be included in the price for that System for purposes of calculating the Licensee discount or refund.

SECTION II - GRANT OF RIGHT OF PURCHASE, RIGHT TO MANUFACTURER AND DISTRIBUTION OF PRODUCTS

USTest agrees that the Licensee shall have the right to purchase Products from USTest at the Licensee Purchase Price and Licensee is hereby granted a non-exclusive right to market and resell said Products, all subject to the terms and conditions of this Agreement. The right granted herein shall be worldwide, less and except the countries set forth in Exhibit "B" wherein the Licensee shall have no right to

market and resell said Products. During the month of December, 1997, and in each successive December during the term of this Agreement, the parties shall in good faith review the mutual desirability of including in the grant one or more of the countries presently excluded under Exhibit "B".

Licensee is hereby granted the non exclusive right to manufacture the USTest products included herein. Licensee agrees to assume warranty obligations of USTest for all products it produces. All Licensee manufacturing shall be accomplished in accordance with USTest approved procedures and in accordance with all certifications and governmental approvals. Additional certifications are the responsibility of Licensee as to pursuit and payment.

For the manufacturing rights, Licensee will pay a license fee of US \$300,000. Payments to be withheld from invoices to Licensee commencing one year from date of this agreement. A royalty of US \$1,000 per manufactured and sold system is also applicable and in addition to the US \$300,000 license fee mentioned above.

SECTION III - ORDER CONFIRMATION

Licensee agrees that all orders placed by the Licensee are to be made in writing and submitted to USTest at the address set forth in Section XVII herein below. At the request of the Licensee, USTest agrees to complete order(s) from a designated foreign office owned by USTest or its agents.

SECTION IV - SHIPMENT

USTest shall attempt to ship in accordance with the Licensee's instructions and by carrier of their choice. However, final selection of method of shipment and carrier shall be at the discretion of USTest. In the event Licensee schedules delivery of an order within sixty (60) days of its anticipated shipping date, USTest agrees to use all reasonable means to effect shipping of the order by the scheduled shipping date.

SECTION V - COMMISSION OF SALES

The Licensee's only compensation in the purchase and sale of Product(s) under this Agreement is the difference between the Licensee Purchase Price and the Licensee's net proceeds of his sale of the Products to the ultimate buyer. USTest will pay no additional margin or commission of any kind except as specified herein.

SECTION VI- TAXES, DUTIES AND LEVIES

The Licensee is solely responsible for any and all taxes, duties, withholdings, tariffs, or levies of any kind imposed on the transactions covered in this Agreement by any governmental entity, foreign or domestic, state or local, including but not limited to those levied by the United States Government, any state government and/or any political subdivision thereof.

SECTION VII - OBLIGATIONS OF LICENSEE

- 7.1 Licensee agrees to have in force adequate infrastructure to market, sell, train, service and maintain all products provided by USTest.
- 7.2 The Licensee is encouraged to advertise and promote the Products either by themselves or as part of the Licensee's Product Line. Any advertisements or other written representation regarding the Products must be submitted in writing to USTest before such materials can be published or disseminated in any way. Such materials or other written representations proposed by Licensee shall be deemed approved by USTest unless Licensee receives a written specification of objections within two weeks of receipt of the advertising and promotional materials by USTest. Licensee agrees to defend, indemnify and hold harmless USTest of any liability whatsoever and all loss, damage, costs, and attorneys' fees, including personal injury and property damage, with regards to any unauthorized promotion, claims and/or warranties made by Licensee regarding any of the Products.
- 7.3 Licensee agrees to maintain a stock of USTest products and parts adequate to service all customers, including service contractors in the market area. The current recommended Licensee parts price list is attached hereto and made a part thereof as Exhibit "C". Licensee agrees to submit on a quarterly basis an existing parts and supplies inventory and a three(3) month projection of future requirements. In its effort to establish and solidify its global marketing plan, USTest agrees to allow Licensee to purchase equipment from USTest on open credit for one year. Beginning one year from the date of this agreement, Licensee will begin payment on the open credit and adhere to all payment terms of this agreement.
- 7.4 Licensee, or its designate, shall inspect the product promptly after receipt and shall notify USTest in writing of any facts upon which a claim is based, including claims of breach of warranty, within fifteen days after such facts are discovered. Failure to give written notice of a claim within the time period shall be deemed to be a waiver of such claim. Licensee agrees to forward a certified Warranty Registration form to USTest within 30 days.

- 7.5 Licensee shall be responsible for the installation and setup for its customers and agrees to warrant said installation and setup to its customers and to promptly execute the same. All warranty work for installation and setup shall be the obligation of Licensee and it is understood and agreed that USTest shall have no obligation to Licensee or its customers for installation and setup and any warranty work other than that specifically set forth herein.
- 7.6 Licensee and its contractors must have successfully completed training and certification requirement by USTest, or its designate, as a certified service representative
- 7.7 Licensee or its contractor(s) shall be responsible for complying with all written safety protocols and installation requirements of USTest and with all governmental construction codes for the Site where the Products are to be installed and utilized. Licensee agrees to defend, indemnify and hold harmless USTest from and against any liability whatsoever and all loss, damage, costs, and attorneys' fees, including personal injury and property damage, incurred by USTest arising from and in any way connected with the operations of the Licensee or its contractor(s) in the installation, maintenance and use of the Products.
- 7.8 Licensee agrees to follow up all reasonable inquiries which are referred to it.
- 7.9 Licensee shall neither alter, remove, nor permit to be altered or removed from the Products any name plate, trademarks, patent markings, serial numbers or other identifying marks which are required by law.
- 7.10 Licensee shall maintain a satisfactory credit rating with USTest.

SECTION VIII - TERM

This Agreement shall be binding upon the parties for an initial period of five (5) years from the date of its execution. At the conclusion of the initial period this Agreement shall automatically renew for subsequent periods of five years each. This Agreement may be terminated by either party at the conclusion of the initial period or any subsequent renewal period provided the party seeking termination gives the other party written notice of the intent to terminate this Agreement at least thirty (30) days prior to the end of the initial period or any subsequent renewal period.

SECTION IX - OBLIGATIONS OF USTEST

- 9.1 USTest warrants that it is the manufacturer of the Products and has the legal right to sell the Products and/or grant manufacturing rights to the Licensee.
- 9.2 USTest warrants that the Products including all hardware, both System and components, software and firmware is guaranteed to be free of defect for a period of one (1) year from the date of installation or 15 months from date of shipment, whichever comes first. This warranty of repair or replacement is the sole warranty and liability of USTest and the sole remedy of Licensee under this Agreement with regard to the Products. If the failure of the equipment results from accident, abuse, misapplication (unless caused by defective firmware or software) or unauthorized modification, USTest shall have no responsibility to repair or replace the equipment. Within warranty period, USTest will furnish all parts and labor necessary to repair or replace such products which are returned to USTest and determined by USTest to be defective. Shipping charges shall be the sole responsibility of the Licensee. In the event that the defective part(s) is a proprietary item USTest, at its sole discretion, may elect to have such item either returned to the Licensee or to USTest headquarters in Lafayette, Louisiana.
- 9.3 USTest warrants that the probe mounted inside the underground or aboveground storage tank is guaranteed to be free of defect for a period of three (3) years from date of shipment.
- 9.4 A Warranty Registration Form as exhibited in Exhibit "E" (1 of 2) must be completed by the Licensee and the End User for each system sold upon completion of installation of said system. The Warranty Registration Form shall be retained by Licensee for the entire warranty period. Licensee agrees to provide quarterly reports to USTest showing the date and location of the installations, the type of products installed, the outstanding warranties, and the name of the end user identified under a coded system to be agreed upon by the parties. In the event of a warranty claim Licensee agrees to provide USTest with the original Warranty Registration Form and the identity of the end user within fifteen (15) days of such warranty claim.
- 9.5 **THE ABOVE WARRANTIES ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT ARE MADE BY SELLER. LICENSEE SHALL NOT EXTEND TO ITS CUSTOMERS ANY WARRANTY WITH RESPECT TO THE PRODUCTS THAT IS BROADER IN SCOPE THAN THE WARRANTY SET FORTH ON BEHALF OF USTest IN THIS SECTION IX OR IN ANY WAY SUGGEST THAT SUCH EXTENDED WARRANTY IS BEING GRANTED BY USTest.**
- 9.6 USTest agrees to provide satisfactory levels of training and technical support to the personnel of Licensee for the installation and use of the Products as may be agreed upon from time to time between USTest and the Licensee. The training shall be in two

biannual sessions and shall take place in Lafayette, Louisiana at the facility of USTest. At the option of the Licensee, the training shall take place in the United Kingdom and if such option is exercised, Licensee agrees to pay USTest \$400 00/day and the reasonable travel (coach), meals and lodging expenses of its training personnel. The obligation to provide training and technical support to Licensee provided for herein shall be the sole obligation of USTest to Licensee in regard to the installation and setup and warranty work at the Site where the Products are installed.

- 9.7 USTest agrees to provide Licensee with installation and service manuals in the languages that it has available, currently English and Spanish. USTest further agrees to undertake and make reasonable efforts to translate the manuals into additional languages as the needs dictate and to provide Licensee with these translations. It is understood that the obligation to provide additional translations is dependent upon a showing that sufficient sales of the Products in countries requiring additional language translations can be reasonably demonstrated such that additional translations are warranted.

SECTION X - LICENSEE'S COVENANTS

- 10.1 Licensee acknowledges that USTest has a proprietary interest in the design and/or creation of the Products. Licensee further acknowledges that USTest has the exclusive right to manufacture the Products other than those non exclusive rights granted to Licensee in this agreement. Further, Licensee agrees not to allow any third party to inspect or copy the property herein transferred without prior written consent of USTest.
- 10.2 In the event that the property herein transferred includes a computer software program then USTest, as a licensor, grants to Licensee, as licensee, a non-exclusive right to use and display this copy of a computer software program on a single computer. If the single computer is a multi-user system, the license covers all on that single system.
- 10.3 As the licensee, Licensee owns the physical media on which the computer software program is originally or subsequently recorded but USTest retains title and ownership to the computer software program.
- 10.4 Licensee acknowledges that the computer software program and the accompanying written materials are copyrighted. Unauthorized copying of all or any part of the computer software program is expressly forbidden with the following exception: If the computer software program is not a copy protected Licensee may make one copy for backup purposes only. The copyright notice must be reproduced on the backup copy.
- 10.5 Licensee may distribute the computer software program and the accompanying written material only to purchasers and to bona fide prospective purchasers of the 2001 Automatic Tank Gauges and to no one else. Any software and written materials distributed to prospective purchaser must be accounted for by Licensee. Licensee may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the computer software or accompanying written materials.
- 10.6 Licensee agrees to maintain as secret and confidential all Confidential Information communicated by USTest. All such Confidential Information shall remain the exclusive property of USTest. The Licensee further agrees to maintain all reasonable measures to prevent Licensee's employees or agents, including employees or agents of Licensee's affiliates, from divulging such Confidential Information in a manner that may be contrary to the interests of either Licensee or USTest. The obligations of confidentiality undertaken by Licensee shall remain in full force and effect notwithstanding the termination of this Agreement. It is understood and agreed that any breach of confidentiality that is imposed by this Agreement on Licensee is likely to cause irreparable harm to USTest for which there is no adequate remedy at law. Therefore, it is agreed that any breach or threatened breach of the confidentiality obligations by Licensee may be enjoined without bond and that, in addition to injunctive relief, USTest shall be entitled to all appropriate legal remedies, including damages, that may be available in the event of a breach.
- 10.7 Licensee specifically acknowledges the following items to be the confidential and proprietary technology of USTest and that these items are to be specifically considered and treated as Confidential Information as defined herein:
- (a) all documents stamped confidential prior to their delivery to Licensee;
 - (b) the probe design;
 - (c) the ATG single and multi-channel boards;
 - (d) the firmware inside ATG EEPROM, microprocessor, and OTP;
 - (e) the ultrasonic signal processing and scope diagnostics;
 - (f) the data processing software modules including but not limited to the automatic tank calibration, precision testing and CSIR modules;
 - (g) the POS interface software modules; and
 - (h) the fluid property files.

Note that all of the above mentioned firmware and software modules will be provided compiled into a binary form and any disassembling or reverse engineering is prohibited.

SECTION XI - FORCE MAJEURE

The parties hereto shall not be responsible for failure to perform hereunder due to an event constituting force majeure, which shall include but not be limited to: fires; floods; riots; strikes; labor disputes; freight embargoes or transportation delays; shortage of labor; inability to secure fuel, material, supplies, equipment or power at reasonable prices or on account of shortages thereof; acts of God or the public enemy; any existing or future laws, rules, regulations or acts of any federal, state or local government (including specifically, but not exclusively, any orders, rules and regulations issued by any official or agency of any such government) affecting a party which would delay or prohibit performance hereunder, or any cause beyond the reasonable control of a party, and such affected party shall use its best efforts to cure or correct any such event or force majeure. USTest may, during any period of shortage due to any of said causes, prorate its supply of Products involved among all its buyers in such manner as may be deemed equitable in its sole judgment.

SECTION XII - ASSIGNMENT

This Agreement may not be assigned by the Licensee, in whole or in part, without the expressed written consent of USTest.

SECTION XIII - MODIFICATION

This Agreement may be modified only by a written agreement executed by both parties.

SECTION XIV - APPLICABLE LAW AND FORUM

- 14.1 This Agreement and any amendments to it shall be governed by and construed in accordance with the laws of the State of Louisiana, United States of America. The parties acknowledge that all parties and their respective counsel have read and fully negotiated the language of this Agreement and agree that no rule of construction shall apply to this Agreement which construes ambiguous or unclear language in favor of or against any party by reason of that parties role in drafting this Agreement.
- 14.2 Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall, at the written request of either party delivered to the other party not less than thirty (30) days in advance of such submittal, be submitted to arbitration in accordance with the then existing Rules of the American Arbitration Association.
- 14.3 There shall be a single arbitrator who shall be an attorney and whose selection shall be made in accordance with the procedures then existing for the selection of such arbitrators by the American Arbitration Association.
- 14.4 The jurisdiction of the arbitrator and the arbitrability on any issue raised by the parties shall be decided by the arbitrator in the first instance.
- 14.5 The venue of any arbitration shall be in Lafayette, Louisiana, and such arbitration shall be conducted in accordance with the laws of the State of Louisiana and the rules of evidence existing in the State of Louisiana at the time of the arbitration.
- 14.6 Insofar as possible, sufficient time shall be designated in consecutive business days to allow for completion of the arbitration proceedings without interruptions or adjournments.
- 14.7 Each of the parties will share equally in the costs and expenses of arbitration unless the arbitrator finds that the position of the non-prevailing party in such arbitration was without substantial justification or frivolous, in which event the arbitrator may assess all of such costs and expenses together with reasonable attorney's fees against the non-prevailing party.
- 14.8 Findings of the Arbitrator shall be final and binding upon the parties hereto and may be entered and enforced in the same manner as a final judgment of the courts of the State of Louisiana or in any state or federal court having jurisdiction over the person or the property of the non-prevailing party.

SECTION XV - ADDITIONAL RIGHTS AND REMEDIES

Nothing in this Agreement is intended to violate or contravene any local law. If any section of this Agreement in any way violates or contravenes any local law, said section shall not be enforceable but said enforceability shall not effect the rest of this Agreement which shall remain fully enforceable.

SECTION XVI - CLAIMS OF THIRD PARTIES AND INSURANCE

- 16.1 USTest agrees to obtain and maintain worldwide liability insurance to indemnify and defend against the claims of third parties in an amount not less than US \$1,000,000 per occurrence and US \$2,000,000 in the aggregate for the Products and for its errors and omissions. USTest further agrees to have Licensee named as an additional insured under that policy. A copy of that policy shall be attached and made a part of this agreement as Exhibit F.

- 16.2 Licensee agrees to obtain and maintain worldwide liability insurance for the Products and its errors and omissions in an amount not less than US \$1,000,000 per occurrence and US \$2,000,000 in the aggregate. Licensee further agrees to have USTest named as an additional insured under the policy. A copy of that policy shall be attached and made a part of this agreement as Exhibit G
- 16.3 The obligation to obtain and maintain worldwide liability insurance as set forth in this section shall be the only obligation of the parties with respect to claims of third parties arising out of the sale, installation, and use of the Products

SECTION XVII - NOTICES

- 17.1 Any notice, demand, acknowledgment or other communication which under the terms of this Agreement or otherwise be given or made by either party shall, unless specifically otherwise provided in this Agreement, be written and shall be given or made by facsimile or similar communication or by certified or registered mail or courier addressed to the respective parties as follows:

To USTest:

Attention: Bobby G. Cobb
USTest, Inc.
406 E. Madison Street, Ste. 2004
Broussard, LA 70518
USA
Fax No. (318) 839-8378

To Licensee:

Attention: Stephen Richards
Eurotest Environmental Technology Ltd
Unit 14 & 15, First Quarter, Blenheim Rd.
Epsom, Surrey, KT199QN
England
Fax No. 011-44-1-372-745-474

- 17.2 All notices, or demands provided for under this Agreement shall be deemed to have been given or made by any Party hereto to the other Party when done in writing and sent or delivered in the manner set forth below:

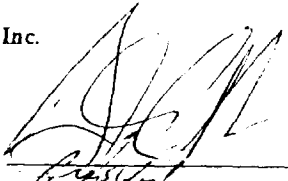
- a) On the date it is delivered personally with receipt acknowledgment;
- b) Five (5) business days after it shall have been sent by registered or certified mail (receipt requested and postage prepaid);
- c) One (1) business day after it is sent by overnight courier (charges prepaid and receipt confirmed); or
- d) On the same business day when sent before 5:00 p.m. recipient's time, or on the next business day when sent after 5:00 p.m. recipients time when sent by telex, telegraph or faxed transmission confirmed and charges prepaid

SECTION XVIII - SEVERABILITY

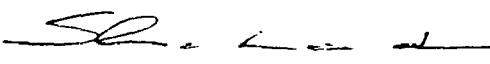
Should any part of this Agreement for any reason be declared invalid, such shall not effect the validity of any remaining portions hereof, which remaining portions shall continue in force and effect as if this Agreement has been executed with such invalid portion eliminated. The intention of the parties is the remaining portions of this Agreement would have been executed without including any such part, parts, or portion which may for any reason hereafter be declared invalid.

THUS DONE AND SIGNED on the 1st day of December, 1996 before the undersigned competent witnesses

USTest, Inc.

BY: 
TITLE: President
DATE: 12/15/96

Eurotest Environmental Technology Ltd.


BY: STEPHEN RICHARDS X
TITLE: MANAGING DIRECTOR
DATE: 1ST DECEMBER 1996

WITNESS. DATE

T. Brown 1st December 1996 X
WITNESS. DATE

EXHIBIT "B"

The Licensee shall have no right to purchase, market and resell the Product in the following countries which are excluded from the worldwide non-exclusive rights granted in the Licensing Agreement.

- 1.
- 2.
- 3.
- 4.
- 5.

UStest 2001

OEM Price List

Automatic Tank Gauge

Item #		Suggested Retail Price
# 1	2001 ESOC Controller (handles 8 probes) - Includes embedded PC with monochrome monitor, keyboard and level measurement & precision test software (single system license)	\$2,920
# 2	2001 BB Controller -without computer (handles 8 probes) - Includes level measurement & precision test software (single system license)	1,475
# 3	2001 Ultrasonic Probe	995
Optional Components:		
# 4	2001 ATG Card (handles additional 8 probes)	750
# 5	2001 Remote Communications Package (modem and PC Anywhere) Site Only	450
# 6	IBM Compatible 486DX2-66 Computer (for use with 2001 BB) MS-DOS 6.22, 2 MB RAM & 540 MB HD - Includes monochrome monitor & keyboard	1,095
# 7	Computer Monitor Upgrade (Monochrome VGA to Color VGA)	325
# 8	Dispenser Interface Module	550
# 9	Probe Installation Kit (per probe)	100
# 10	Printer	250
# 11	2001 Site Monitoring Software - WINDOWS Version (For price & application consult factory)	
External Sensors:		
# 12	Interface Boards: 16 Analog/Digital Input Channels	700
# 13	Discriminating Dispenser Sump Sensor	300
# 14	Discriminating Turbine Sump Sensor	300
# 15	Monitor Well Sensor	500
# 16	Universal Float Sump Sensor	100
# 17	Interstitial Liquid Sensor	200
# 18	Line Pressure Sensor	750

All Prices quoted are Ex-Works - Lafayette, LA. All prices are in United States Dollars.

All prices for optional components and external sensors are based on the purchases of a UStest 2001 Site Operating Controller system. UStest reserves the right to increase prices for optional components & external sensors in the event that they are not purchased in conjunction with a UStest 2001 system.

SYSTEM COMPONENT GROUPINGS

- * 2001 ESOC system-include: #1,3,5,9, & 10
- * 2001 BB system-include: #2,3,5,6,9 & 10
- * Probes & Installation kits are required for each tank: #3 & #9
- * External sensors requested-choose #13 through #17 & include #12
- * #12 can handle up to 16 sensors
- * Dispenser Interface capability-include: #8
- * One #8 can handle up to 8 double sided dispensers or 16 single sided

Effective December 1, 1997

Int'l ATG

PATENT
REEL: 9781 FRAME: 0934

UStest 2001 AST

OEM Price List

UStest 2001 Above Ground Storage Tank System

Suggested

Retail Price

2001 AST Expandable Controller (handles 8 probes)*

\$3,995

- Includes embedded PC with level & inventory management software, color monitor and keyboard

2001 AST Controller (handles 8 probes)

- Includes external PC with level & inventory management software, color monitor and keyboard

3,295

- Includes level & inventory management software only

2,075

Ultrasonic Probes

4' to 12' Ultrasonic Probe

995

13' to 19' Ultrasonic Probe

1,495

20' to 29' Ultrasonic Probe

1,995

30' to 39' Ultrasonic Probe

2,995

40' and above Ultrasonic Probe

3,995

Optional Components for either System

ATG Card (handles additional 8 probes)

750

Remote Communications Pkg (Modem and PC Anywhere) - Site Only

450

Printer

250

*Optional Components for Expandable System

High Level Audible Alarm Capability (includes one horn)

500

Additional Horn for Audible Alarms

100

External Sensing

I.S. Barrier Board: 16 Analog/Digital Input Channels

500

Discriminating Sump Sensor

300

Monitor Well Sensor

500

Universal Float Sump Sensor

100

Installation

UStest 2001 AST systems are not certified to be used for Overfill Protection purposes.

All Prices quoted are Ex-Works - Lafayette, LA. All prices in United States Dollars.

All prices for optional components and external sensors are based on the purchases of a UStest 2001 AST system. UStest reserves the right to increase prices for optional components and external sensors in the event that they are not purchased in conjunction with a UStest 2001 AST system.

UStest 2001

OEM Price List

2001 ATG & AST Spare Parts

Item Name	Part Number	Suggested Retail Price
<u>Boards</u>		
1 Multichannel ATG Board 8 Probe	PWB-A-8ESOC-2.1	\$ 805.00
2 ESOC Mother Board	PC-386SX-MB	\$ 650.00
3 Hard Drive	PC-HRD-DRV	\$ 400.00
4 3 1/2" Disk Drive	PC-FLOP-DRV	\$ 100.00
5 IDE I/O Controller Card	PCRD-IDE	\$ 125.00
6 8' Ultrasonic Probe	PROBE-250X96ATG	\$ 995.00
7 Watch Dog Timer Board	PCRD-WD	\$ 200.00
8 Power Supply	PC-PS-230W	\$ 160.00
9 VGA Video Card	PCRD-VGA-VIDEO	\$ 150.00
10 Modem	MODEM	\$ 375.00
11 RS 485 Internal Converter	CONVERTER-RS485	\$ 210.00
12 Input Barrier Board 16 Channel	PWB-A-INPUT-CVR	\$ 513.00
13 High Speed RS232 Card	PCRD-HS232-I/O	\$ 125.00
14 Back Plane - BB	PWB-A-BASIC-BP	\$ 165.00
15 Back Plane - ESOC	PWB-A-ESOC-BP	\$ 312.00
<u>System Components</u>		
16 101 Standard Keyboard	PC-KEYBOARD	\$ 42.00
17 14" VGA Blk & Wht Monitor	MON-VGR-14MONO	\$ 175.00
18 Microsoft Mouse 2.0	PC-MSMOUSE-2.0	\$ 60.00
19 MS-DOS Ver. 6.22 Software	SFW-MSDOS-6.22	\$ 105.00
20 PC Anywhere DOS 5.0 Remote Software	SFW-PCA-DOS-5.0	\$ 166.00
21 2001 Ultrasonic Probe		\$ 995.00
22 Internal Modem		\$ 262.00
<u>Misc.</u>		
23 25 Pin Male to 9 pin Female Connector	CON-25PM-9PF	\$ 15.00
24 25 Pin Female to 9 Pin Male Connector	CON-25PF-9PM	\$ 15.00
25 9 Pin Female to 25 Pin Male Pigtail	CON-9PF-25ML-PT	\$ 20.00
26 BNC Connector (5)	CON-31-221	\$ 25.00

* All Prices quoted are in U.S. Dollars.
 * All Prices subject to change without notice.
 * All Prices quoted are EX-WORKS - Lafayette LA.

Effective December 1, 1997

PATENT
REEL: 9781 FRAME: 0936

EXHIBIT "C"

2001 ATG Recommended Spare Parts List

<u>#</u>	<u>Part Name</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>OEM Price</u>
1	2 Pin Phoenix Connector	5	3.00	2.25
2	BB Power Supply	5	99.00	74.25
3	RS485-RS232 External Converter	5	153.00	114.75
*4	ATG Multi-channel Card	5	805.00	603.75
*5	ATG Ultrasonic Probe	5	995.00	746.25
6	Watch Dog Timer Board	5	130.00	97.50
7	High Speed I/O Card	5	100.00	75.00

❶ This spare parts list assumes that the customer is providing the cpu, monitor and keyboard.

❷ The quantity is based on 20 ATG systems.

❸ All prices are quoted in U.S. Dollars and are Ex-Works Lafayette, LA.

❹ All prices subject to change without notice.

* Proprietary Parts.

Effective July 1, 1997

PATENT
REEL: 9781 FRAME: 0937

INSIDE

U-Test 2001 BB**MODEL NO:****SERIAL NO:**

Tank Gauge for use in nonhazardous locations and provides Intrinsically safe circuits for use in hazardous locations CLASS I, GROUP D, when installed in accordance with drawing No: 2001 - 1001 REV. 1.0.

Electrical ratings: 100 - 240V ~ 1.2A
50/60 Hz

WARNINGS

Substitution of any component may impair Intrinsic safety.

ATG Card(s) and/or Blank Cover(s)
MUST be secured to card cage before operating this device.

GRD

NEU

LINE

U-Test 2001 ATG CARD**MODEL NO:****SERIAL NO:**

INTRINSICALLY SAFE
CIRCUITS

OUTSIDE

U-Test 2001 BB**MODEL NO:****SERIAL NO:**

Tank Gauge for use in nonhazardous locations and provides intrinsically safe circuits for use in hazardous locations CLASS I, GROUP D, when installed in accordance with drawing No: 2001 - 1001 REV. 1.0.
Electrical ratings: 100 - 240V ~ 1.2A 50/60 Hz

LISTED

**U-Test 2001 PROBE****MODEL NO:****SERIAL NO:**

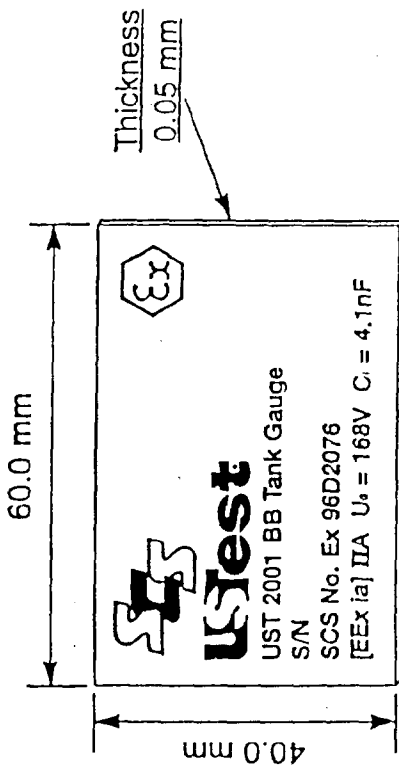
Intrinsically safe probe for use in hazardous locations, CLASS I, GROUP D when installed in accordance with drawing No: 2001 - 1001.

Temperature Code: T3C

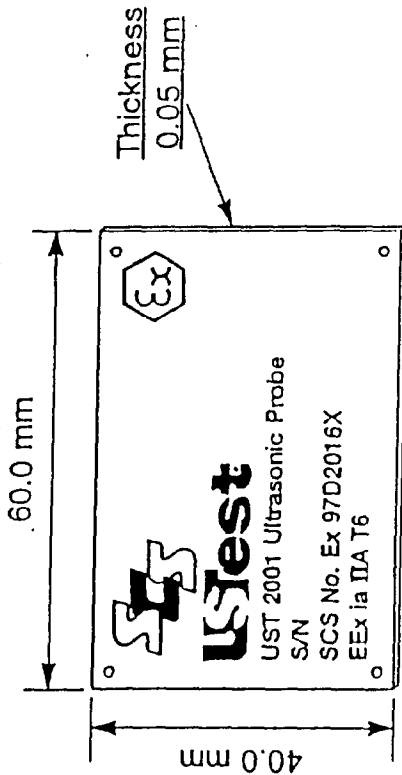
LISTED

**PATENT****REEL: 9781 FRAME: 0938**

LABEL 1



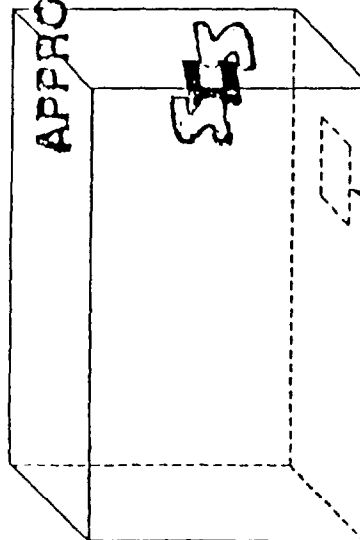
LABEL 2



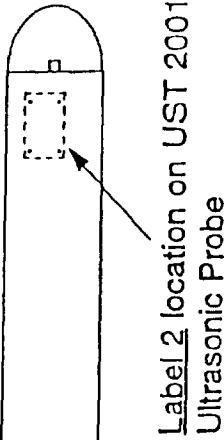
APPROVED DOCUMENT

21 FEB 97

Isyne



Label 1 location on underside of UST 2001 Tank Gauge



Label 2 location on UST 2001 Ultrasonic Probe

USTest, INC.

TOLERANCES			TITLE		
DECIMAL	+	.	USTest 2001 BB TANK GAUGE LABELLING		
FRACTIONAL	+	/			
ANGULAR	+				
			ENGR:	Somir Berjaoui	SCALE 1:1
			RE:		SIZE A
			DATE	01 - 07 - 97	SHEET 1 OF 1
			DRAWING NO.	2001 - 1007	

NOTES/REVISIONS	
1)	Material construction of labels - aluminum foil with sticky back
2)	
3)	
4)	
5)	
6)	

USTest Inc

19 FEB 1997

USTEST, INC. REGISTRATION/WARRANTY

INSTALLER INFORMATION
SITE INFORMATION

Company: _____ Address: _____ City: _____ State: ____ Zip: _____ Phone: _____ Installation Supervisor: _____ Installation Date: _____	Customer: _____ Address: _____ City: _____ State: ____ Zip: _____ Phone: _____ Modem Phone #: _____ Manager: _____
--	---

Console Application: UST () AST ()	Serial #: _____
Console Type: ESOC () BB () Ultrastick () Home Heating Oil () 2001/P ()	

SENSORS

Type	Quantity	Type	Quantity
1. _____	_____	3. _____	_____
2. _____	_____	4. _____	_____
5. _____	_____	6. _____	_____

PROBE/TANKS/COMPUTER/DIM

Serial #	Probe Size	Tank Diameter	Gallons/Liters	Tank Material	Fuel Type
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____	_____

<div style="text-align: center;"><u>Serial Numbers</u></div> Hard Drive: _____ DIM _____ Monitor: _____ DIM _____	<div style="text-align: center;"><u>Modem</u></div> Manufacturer: _____ Model: _____
--	---

TRAINING AFFIDAVIT

DISTRIBUTOR INFORMATION

<div style="text-align: center;"><u>Customer</u></div> <p>I have been trained in the proper operation of this equipment and have received the USTest manuals.</p> <p style="text-align: center;">Yes _____ No _____</p> <p>Name (print) _____</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>I hereby certify that this system has been installed in accordance with the procedures specified in the proper USTest, Inc. installation & operations manuals. I have also read all of the warnings and I certify that there are no intrinsic safety violations due to improper installation of this system.</p> <p>Name: _____</p> <p>Signature: _____</p> <p>Certification #: _____ Date: _____</p> <p>Company: _____</p> <p>Address: _____</p>
--	--

white copy - site yellow copy - distributor pink copy - contractor goldenrod copy - USTest

PATENT
REEL: 9781 FRAME: 0940

USTEST, INC. REGISTRATION/WARRANTY

USTest 2001 Automatic Tank Gauge Warranty

USTest extends to the Distributor a warranty on the USTest 2001 Automatic Tank Gauge equipment (system) as follows: (1) That all hardware, software or firmware both system and component is guaranteed to be free of defect for a period of one (1) year from the date of installation or (15) months from date of shipment, whichever comes first. Within warranty period, USTest shall repair or replace such products which are returned to USTest with shipping charges prepaid and which are determined by USTest to be defective. The probe mounted inside the underground storage tank is guaranteed to be free of defect for a period of three (3) years from date of shipment. Seller's sole liability and Distributor's sole remedy under this warranty is for Seller to furnish all parts to cure the defective equipment or in the event said equipment cannot be repaired to replace same. If the failure of the equipment results from accident, abuse or misapplication (unless caused by defective firmware or software), Seller shall have no responsibility to repair the equipment. The above warranties are the only warranties of any kind, either expressed or implied, including but not limited to the implied warranty of merchantability and fitness for a particular purpose that are made by Seller. The above warranty is valid only if this form in its entirety has been completed and submitted to USTest within (30) days of startup.

INSTALLATION AND INTRINSIC SAFETY CHECKLIST

yes no Please check appropriate box

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | The monitor box or computer is wall mounted indoors in an appropriate, clean and ventilated location. |
| <input type="checkbox"/> | <input type="checkbox"/> | The equipment is properly wired and grounded to the main earth ground with less than 1 volt between neutral and ground. |
| <input type="checkbox"/> | <input type="checkbox"/> | All wires are installed in conduit. |
| <input type="checkbox"/> | <input type="checkbox"/> | A minimum separation (as per NEC and local regulations) is maintained between intrinsically safe wires (for probes and sensors) and power cables with no mixing of intrinsically safe wires and any other wires at any point. |
| <input type="checkbox"/> | <input type="checkbox"/> | Conduits enter console through correct designated knockouts or entries. |
| <input type="checkbox"/> | <input type="checkbox"/> | Monitor to probe wire does not exceed maximum distance of 500 feet. |
| <input type="checkbox"/> | <input type="checkbox"/> | Monitor to sensor wire does not exceed 1000 feet. |
| <input type="checkbox"/> | <input type="checkbox"/> | Sensor wire is copper stranded 18 gauge, oil and gas resistance. |
| <input type="checkbox"/> | <input type="checkbox"/> | Probe wire is RG 59/U or RG 316 coaxial cable with proper BNC connectors. |
| <input type="checkbox"/> | <input type="checkbox"/> | Sealoffs are installed between building and tanks on probe and sensor wiring. |
| <input type="checkbox"/> | <input type="checkbox"/> | Probe and sensor wires are installed in suitable weatherproof junction boxes. |
| <input type="checkbox"/> | <input type="checkbox"/> | All outdoor connections for probes and sensors are connected with proper sealing kits. |

Please list below any problems encountered during installation.

By signing below the USTest authorized service representative and customer acknowledge proper installation of the USTest equipment (by answering "yes" to all questions above). A "no" in any category above forfeits warranty for the console, monitor, printer, its components and software.

USTest Authorized Service Representative

Customer

white copy - site yellow copy - distributor pink copy - contractor goldenrod copy - USTest

PATENT

RECORDED: 03/03/1999

REEL: 9781 FRAME: 0941