

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6805774

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KEVIN BOONE	05/31/2016
RECEIVING PARTY DATA		
Name:	OPTASENSE HOLDINGS LIMITED	
Street Address:	CODY TECHNOLOGY PARK, IVELY ROAD	
City:	FARNBOROUGH, HAMPSHIRE	
State/Country:	GREAT BRITAIN	
Postal Code:	GU140LX	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	16063970	
CORRESPONDENCE DATA		
Fax Number:	(312)913-0002	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3129130001	
Email:	docketing@mbhb.com	
Correspondent Name:	MCDONNELL BOEHNEN HULBERT & BERGHOFF LLP	
Address Line 1:	300 S. WACKER DRIVE SUITE 3200	
Address Line 2:	SUITE 3200	
Address Line 4:	CHICAGO, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	18-911-WO-US	
NAME OF SUBMITTER:	AARON V. GIN	
SIGNATURE:	/Aaron V. Gin/	
DATE SIGNED:	07/09/2021	
Total Attachments: 18		
source=Assignment_Declaration_Letter#page1.tif		
source=Invention_Award_Letter_REDACTED#page1.tif		
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28 January 2021

Ruth Collins
Senior Patent Administrator
Haseltine Lake Kempner LLP
Redcliff Quay
120 Redcliff Street
Bristol
BS1 6HU
United Kingdom

Dear Ruth

Re: **Substitute Declaration & Assignment for Kevin Boone**
Invention Title: DAS during casing run for borehole evaluation

Inventors Full Name: Mr Kevin Boone
Contract Start Date: 2 April 2012
Contract End Date: 10 August 2018
Job Title: Technical Product Manager - Completions

Kevin Boone's Technical Product Manager role was responsible for all technical aspects of commercial projects with engineering services including but not limited to technical review of proposals, job setup, operations support, data QC, data processing, analyses and interpretation, report writing. One of the role's Key Accountabilities is product development, including software design, advanced reporting and analysis and productizing R&D analysis.

In Kevin's roles, he was working with Oil companies and noted issues they had while installing casing in the well. He came up with this invention to provide a way to monitoring casing while being installed to improve the installation process.

I can attest to the fact that the invention was a result of the work he was doing. During the patent application process he worked directly with OptaSense's IP attorney as well as other OptaSense engineers to finalize the submission.

The Technical Lead will be required to work closely with sales, operations, customers, and the OptaSense technical team to successfully execute projects and to meet and exceed customer requirements.

Yours sincerely,



Edward Zisk

Cody Technology Park
Ively Road, Farnborough
Hampshire
GU14 0LX

Attn: Kevin Boone

[REDACTED]
[REDACTED]
[REDACTED]

8th January 2016

Inventor Award Scheme - Award Payment Offer

Dear Kevin

We are delighted to inform you that OptaSense has decided to file a patent based on your idea and we would therefore like to offer you the sum specified in the schedule to this letter to thank you for your contribution to the business.

The ethos of the Inventor Award Scheme

OptaSense values the ingenuity of its employees and with that in mind the OptaSense Inventor Award Scheme has been introduced to encourage innovation and ensure employees are appropriately compensated for the value their inventiveness contributes to our business. Through the Inventor Award Scheme OptaSense has committed to pay £[REDACTED] to any employee who's invention is made the subject of a patent application and a further £[REDACTED] on the date of grant of the first national patent awarded (if any) for that invention. This means that OptaSense inventors have the certainty of knowing they will receive a total of £[REDACTED] for each and every invention submitted by them which is filed as a patent application and subsequently goes to grant, without requiring them to demonstrate the financial value that specific invention has contributed to the business.

In certain jurisdictions employee inventors may already be able to claim compensation under statute for inventions they create for their employer. In the UK this is the case if an invention can be demonstrated to be of "outstanding benefit" to the employer and the courts consider it just to require the employer to award compensation. This means that, although potentially significant, such awards are relatively rare and generally arise towards the end of the life of a patent.

We believe that the Inventor Award Scheme is a better way to reward our employees inventiveness and will lead to far more of our employees receiving payments than would ever become entitled to claim compensation through the courts. However, in order to fund the Scheme it is vital that OptaSense be

protected from being required to make additional payments under statutory schemes and that our employees embrace this ethos. Therefore please read carefully the following conditions and seek independent legal advice if you are unsure of their effect.

Conditions of Offer

If you choose to accept this offer of an award payment you acknowledge and agree to the following:

- (1) You are participating in the OptaSense Inventor Award Scheme and agree with the ethos of the Scheme;
- (2) To the extent permissible by law you waive any rights you may have to claim additional compensation in respect of the invention in connection with which this award is made;
- (3) You undertake not to seek additional statutory compensation for that invention..

Response

Please complete the attached letter of response indicating whether or not you would like to accept the offer of an award payment on the basis set out above and return this to Viv Beatty (viv.beatty@optasense.com) at your earliest convenience. In the event of you leaving OptaSense prior to any subsequent grant award please keep us informed of contact details and forwarding address.

Please note that if you choose to decline this offer you will be deemed to have opted out of the Scheme permanently and you will not be eligible to receive future award payments for any subsequent inventions.

We hope you will choose to accept the award payment offer and we thank you again for your contribution to OptaSense. If you have any queries regarding the content of this letter please contact Viv Beatty.

Kind regards.

Yours sincerely,

John Kelley / Magnus McEwen King
Legal & Commercial Director / Managing Director

Schedule

<u>IA Ref</u>	<u>HL Ref</u>	<u>Title of Invention</u>	<u>Priority Date</u>	<u>Status</u>	<u>Sum</u>
IA036	P125510	DAS during casing run for Borehole evaluation	23/12/2015	Filed	£ [REDACTED]

Total amount: £ [REDACTED]

Inventor Award Scheme Award Payment Offer – Letter of Response/Acceptance

OptaSense Ltd
Cody Technology Park

Ively Road, Farnborough
Hampshire GU14 0LX
United Kingdom

Tel +44 (0) 7810 152532
Viv.beatty@optasense.com
www.optasense.com

OptaSense Ltd
Registered in England Number 06508876
Cody Technology Park
Farnborough, Hants. GU14 0LX

Page 2 of 4

I KEVIN BOONE confirm that I have read and understood the Award Payment Offer letter dated Friday 8th January 2016 and have decided that:

I would like to ACCEPT the offer of an award payment on the terms set out in the Award Payment Offer Letter.

Signed KEVIN BOONE

Date 5/31/2016

OR

I would like to DECLINE the offer of an award payment and I would like to opt out of the OptaSense Inventor Award Scheme. I understand that I will not be able to re-join the Scheme at a later date and that I will not be eligible to receive any future award payments.

Signed _____

Date _____

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

OptaSense, Inc. ("Company") and _____ Kevin Boone _____ ("Employee") hereby agree to this Confidentiality and Nondisclosure Agreement ("Agreement") and the following terms and conditions:

1. **Effective Date.** The effective date of this Agreement shall be the date on which this Agreement is executed by Employee and the Company.

2. **Confidential Information and Trade Secrets.**

(a) Company is engaged in the highly competitive business of providing distributed acoustic infrastructure security and monitoring services and products, which includes project and construction management and software development (Company's Business). In this business, Company generates a tremendous volume of "Confidential Information and Trade Secrets" (as those terms are defined below) which it hereby agrees to share with Employee, and which Employee will have access to and knowledge of through or as a result of Employee's employment with the Company. Employee acknowledges that, because of the highly competitive nature of the Company's Business, the use and protection of Company's Confidential Information and Trade Secrets is critical to the Company's continued successful operation and business, and is an essential element of this Agreement. Confidential Information and Trade Secrets includes any information, data or compilation of information or data developed, acquired or generated by Company, or its employees (including information and materials conceived, originating, discovered, or developed in whole or in part by Employee at the request of or for the benefit of Company or while employed by Company), which is not generally known to persons who are not employees of Company, and which Company generally does not share other than with its employees, or with its customers and suppliers on an individual transactional basis. "Confidential Information and Trade Secrets" may be written, verbal or recorded by electronic, magnetic or other methods, whether or not expressly identified as "Confidential" by Company.

(b) **Nature of Confidential Information.** "Confidential Information and Trade Secrets" includes, but is not limited to, the following information and materials:

(1) Financial information, of any kind, related or pertaining to Company, and any facility, entity, or customer to whom the Company provides services, including, without limitation, information about the income, expenditures, assets, liabilities, cash flows, financing, accounts receivable, accounts payable, past and projected earnings, profit margins, and profitability of Company or any of its divisions or lines of business;

(2) All information about and all communications received from, sent to or exchanged between Company and any person or entity which has purchased, exchanged or otherwise entered into a transaction with Company involving consulting services, or to which Company has made a proposal with respect to the purchase, sale, exchange or other transaction involving any goods, products or services which form any

part of Company's business (such person or entity being hereinafter referred to as "Customer" or "Customers");

(3) Names and all other information about the Company's employees, including their experience, backgrounds, resumes, compensation, sales or performance records, billing rates, or any other non-public information about them;

(4) Any and all information and records relating to Company's contracts or transactions with, or charges, prices or sales to, its Customers, including invoices, proposals, confirmations, bills of lading, statements, accounting records, bids, payment records or any other information or documents regarding amounts charged to or paid by Customers, for any goods, products or services which form any part of Company's Business;

(5) All information about employees, agents or representatives of Customers who are involved in evaluating, providing information for, deciding upon, or committing to the use of Company's Business, including, without limitation, any of the products or services provided by the Company (such individuals being hereinafter referred to as "Customer Representatives"). Employee agrees that Confidential Information and Trade Secrets shall include the names, addresses, telephone and facsimile numbers, e-mail addresses, titles, positions, duties and all information about, and all records of communications to, from, or with any Customer Representatives; and all information or documents that describe services provided by the Company to or for any Customer with which any Customer Representative is employed, or associated.

(6) Any and all information and records relating to Company's contracts or transactions with, or charges, prices or purchases from, any person or entity from which Company has purchased or otherwise acquired goods, products or services which form part of the Company Business (such person or entity being hereinafter referred to as "Supplier" or "Suppliers") including invoices, proposals, confirmations, bills of lading, statements, accounting records, bids, payment records or any other information or documents regarding amounts charged to or paid by Suppliers, for any goods, products or services which form any part of Company's Business;

(7) All information about employees, agents or representatives of Suppliers who are involved in evaluating, providing information for, deciding upon, or committing to sell, ship, deliver, exchange or otherwise enter into a transaction involving any goods, products or services which form any part of the Company's Business (such individuals being hereinafter referred to as "Supplier Representatives"). Employee agrees that Confidential Information and Trade Secrets shall also include the names, addresses, telephone and facsimile numbers, e-mail addresses, titles, positions, duties and all information about, and all records of communications to, from or with any Supplier Representative;

(8) All information and documents reflecting transactional histories between Company and its Suppliers or Customers including any of the specific details of past purchases from Suppliers and past sales to Customers;

(9) Any and all information and records relating to Company's pricing and pricing formulas;

(10) All information regarding Company's contracts, leases, charters, or other agreements, and Company's methods, costs and expenses related to the transportation, storage, handling and delivery of all or any portion of any scientific, technical or technological information, design, process, procedure, formula, equipment or systems, including without limitation, any software, programs, logarithm, calculations, drawings, plans, or specifications related to the development, design, construction, fabrication, manufacturer, operation or furnishing of any goods, products, services, or equipment which constitute any part of the Company's Business, including without limitation, "Program Materials" related to any "Company Products". For purposes of this Agreement, "Program Materials" shall mean all or any part of any computer programs, listings, source codes, object codes, documentation, computer disc or diskette, notes or any other material in any form relating to the performance of employee's duties. As used in this Agreement, "Company Products" shall mean any and all computer software, systems, equipment, products, services, together with any updates, substitutions, enhancements or modifications thereof, and any user manuals, programming manuals and other documentation of any kind.

(c) Return of Company Property. Employee acknowledges that all correspondence, notes, forms, records, drawings, memoranda, files, specifications, training and servicing manuals, customer lists, personnel lists or files, mailing or contract lists, computer software, computer programs and computer files, disks and the information contained in any computer, or other documents or programs that are compiled by the Employee or which were available to the Employee while employed at the Company, which contain, reflect or describe any Confidential Information or Trade Secrets, shall be the exclusive property of the Company ("Company Property"). Any and all items of the Company Property shall remain the exclusive property of the Company and, upon the direction of the Company for any reason and at any time and upon Termination, Employee shall promptly deliver to the Company (at the Company's office at the address given below or such address as the Company shall instruct) all the Company Property in the Employee's possession, custody, or control, and Employee shall not make or retain any copies or extracts of such materials. At any time the Company requests Employee to return any or all the Company Property, and upon termination of Employee's employment with the Company, Employee agrees to conduct a prompt and thorough search of Employee's offices, homes, vehicles, personal computers and any other place Employee has reason to believe the Company Property may be located to ensure that all the Company Property is promptly identified and returned to the Company. Employee expressly agrees not to duplicate or otherwise make copies of any Confidential Information and Trade Secrets or other Company Property in anticipation of termination of employment, and agrees to return to the Company any and all copies and duplications in the Employee's possession, custody or control should any such items be located or discovered after termination of Employee's employment with the Company.

(d) Non-Disclosure of Confidential Information. During Employee's employment with Company and thereafter, Employee will not disclose nor use, directly or indirectly, for Employee's own benefit or for the benefit of any other person or entity (except Company) any Confidential Information and Trade Secrets. Employee will not publish, copy,

disclose, convey or transfer any Confidential Information and Trade Secrets to any person or entity, or otherwise utilize any Confidential Information and Trade Secrets for any purpose, except in the course of Employee's work for Company. This obligation shall continue in full force and effect after the Termination. Employee will abide by all rules, guidelines, policies and procedures relating to Confidential Information and Trade Secrets implemented and/or amended from time to time by Company.

(e) Remedies Upon Employee's Breach or Threatened Breach. Employee acknowledges that any actual or threatened breach of the covenants contained herein will cause Company irreparable harm and that money damages would not provide an adequate remedy to Company for any such breach. For these reasons, and because of the unique nature of the Confidential Information and Trade Secrets and the necessity to preserve such Confidential Information and Trade Secrets in order to protect Company's property rights in the event of a breach or threatened breach of any of the provisions herein, Company, in addition to any other remedies available to it at law or in equity, shall be entitled to immediate injunctive relief against Employee to enforce the provisions of this Agreement and shall be entitled to recover from Employee its reasonable attorneys' fees and other expenses incurred in connection with such proceedings.

3. Intellectual Property and Works for Hire.

(a) If at any time or times during the term of this Agreement, Employee (either alone or with others) shall make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registerable under copyright, trademark or similar laws or subject to analogous protection) (herein called "Intellectual Property") that (a) relates to the business of Company or any Customer of or Supplier to Company or any of the products or services being developed by Company, including all of those relating in any way to the Company, or which may be used in relation therewith, (b) results from tasks assigned to Employee by Company or (c) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by Company, such Intellectual Property and the benefits thereof are and shall immediately become the sole and absolute property of Company and its assigns, as "works made for hire" under the United States Copyright Act (17 U.S.C. Section 101).

(b) Employee will promptly disclose to Company (or any persons designated by it) each such Intellectual Property, as may be necessary to ensure Company's ownership of such Intellectual Property. Employee hereby assigns any rights (including, but not limited to, any patents, copyrights and trademarks) Employee may have or acquire in the Intellectual Property and benefits and/or rights resulting therefrom to Company and its assigns without further compensation and shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to Company.

(c) Employee agrees that Employee shall, without additional compensation, execute and deliver any and all applications, instruments of conveyance, transfer and

assignments, or other documents relating to the Intellectual Property as requested by Company, its successors or assigns. Employee shall reasonably cooperate and assist in providing information for making and completing regulatory and other filings or other documents related to the Intellectual Property, including contesting other applications. Employee shall reasonably cooperate and assist in providing information for, or participating in, any actual, threatened or considered action relating to the Intellectual Property. Employee agrees to take any and all other action as Company, its successors or assigns may reasonably require to effectively assign, convey, transfer, protect, enforce and explore the Intellectual Property and all rights therein to, in the name of, and for the sole benefit of Company, its successors or assigns.

(d) Inventions, if any, patented or unpatented, which Employee made prior to the commencement of his employment with the Company are excluded from the scope of this Agreement. To avoid any possible uncertainty, Employee has set forth on EXHIBIT A hereto a complete list of all inventions and Intellectual Property that he has, alone or jointly with others, conceived, developed or reduced to practice prior to the commencement of his/her employment with the Company, which Employee considers to be his property or property of third parties and that he wishes to have excluded from the scope of this Agreement (collectively, "Prior Inventions"). If no such disclosure is attached, Employee represents that there are no such Prior Inventions. If, in the course of Employee's employment with the Company, Employee incorporates a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers or sublicenses) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, Employee agrees that he will not incorporate, or permit to be incorporated, Prior Inventions in any Company products without the Company's prior written consent.

4. General Provisions

(a) Modification. This Agreement may be amended or modified only by written agreement of Company and Employee. Neither custom, actual practices, nor Company's failure to require strict adherence to this Agreement shall constitute a modification of this Agreement nor a waiver of any of Company's rights hereunder. If any part of this Agreement is adjudged by a court of competent jurisdiction to exceed the applicable legal limitations, then such provisions shall be reformed to the maximum time, geographic or other limitations permitted by applicable law, it being the parties' intention to permit the reviewing court to modify this Agreement to the extent necessary to cure any such invalidity or unenforceability.

(b) Severability. The provisions of this Agreement shall be severable. If any provision of this Agreement is adjudicated unenforceable, the remaining provisions shall nevertheless remain in full force and effect.

(c) Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their legal representatives, successors and assigns. Without limiting the generality of the foregoing, it is understood and agreed that this Agreement shall inure to the benefit of, and the term "Company" as used herein shall mean and include each of Company's parent, subsidiary, and affiliated corporations, limited partnerships or other business organizations or entities.

(d) Notices. Written notices required or permitted by the provisions of this Agreement shall be deemed to be delivered on the earlier of the date actually received or three (3) days after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed to the designee of the Company or to the Employee, at their respective addresses reflected below, or as amended in writing from time to time. Employee shall give Company notice of any change of Employee's address within five (5) days of the effective date thereof, failing which, Company shall be entitled to rely, for all purposes, on Employee's address as reflected by Company's records.

(e) Multiple Originals. This Agreement may be executed in multiple counterparts, each copy of which shall serve as an original for all purposes, but all copies shall constitute one Agreement.

(f) Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT SHALL BE PERFORMABLE AT COMPANY'S OFFICES IN HOUSTON, HARRIS COUNTY, TEXAS.

(g) Entire Agreement. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, AND SUPERCEDES ALL PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THIS AGREEMENT MAY BE AMENDED ONLY BY AN INSTRUMENT IN WRITING EXECUTED BY THE PARTIES HERETO.

(h) Consultation with Attorney. The Employee agrees he has read this Agreement and has had an opportunity to ask a representative of the Company questions about it. The Employee agrees that he has had an opportunity to consult with an attorney of Employee's choice (at Employee's own expense) prior to signing this Agreement, and understands that signing this Agreement is a condition of employment.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND AND AGREE TO ITS TERMS. I UNDERSTAND THAT THIS AGREEMENT RESTRICTS MY RIGHT TO CLAIM OWNERSHIP OF WORK PRODUCT MADE BY ME DURING MY EMPLOYMENT BY COMPANY, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE COMPANY CONFIDENTIAL INFORMATION AND TRADE SECRETS DURING AND SUBSEQUENT TO MY EMPLOYMENT. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

Signed this 16 day of July, 2014.

COMPANY


By: 
[Joy O'Donnell]

Address for Notifications:

10911 - 50 Street SE
Calgary AB T2C 3E5

☐ _____ (telephone)
☐ _____ (facsimile)

EMPLOYEE

By: 
[Kevin Boone]

Address for Notifications:

811 Town and Country Blvd. Apt. 157
Houston, TX
77024

(403) 803 3454 (telephone)

EXHIBIT A

1. Confidential Information. I acknowledge that as of the Effective Date of this Agreement, I know nothing about the business of the Company or the Company's Confidential Information and Trade Secrets, except the following information that has been disclosed to me by the Company and is described below (if none, so state):

2. Prior Inventions and Intellectual Property. Except as set forth below, I acknowledge that as of the Effective Date of this Agreement I have not made or reduced to practice (alone or jointly with others) any inventions, innovations or other intellectual property as would otherwise be covered by this Agreement if made during the term of my employment with Company (if none, so state):

3. Conflicting Relationships. Except as set forth below, I acknowledge that I have no other current or prior agreements, relationships or commitments which conflict with my relationship with the Company under this Agreement (if none, so state):

Dated: 16-JUL-2014

K. Payne
EMPLOYEE'S SIGNATURE

July 10, 2014

Kevin Boone
Unit 4207,
279 Copperpond Common SE
Calgary AB T2Z 1J5
Canada

RE: Offer of Employment

Dear Kevin,

July 16, 2014

It is our pleasure to provide you the details of your employment with OptaSense Inc. in the position of Petroleum Engineer, commencing ~~July 1, 2014~~ *July 15, 2014*. Various benefits offered to you from the organization upon your relocation are described in attachments to this letter. Your employment with OptaSense Canada will terminate on ~~June 30, 2014~~.

In recognition of the role you have been undertaking since June 1 2014, a one of payment will be made to you in the payroll following your acceptance of this offer to represent the difference in salary between your new role in the US and that of your role in Canada.

In addition to your terms detailed in the attachments to this letter OptaSense also agree to provide the following:

[REDACTED]

In the meantime, should you have any questions regarding this letter, our offer of employment or anything else, do not hesitate to call. Please let us know your intentions by July 17, 2014.

We look forward to continuing to work with you.

Yours Sincerely,

Jim Roy

Jim Roy
Director and General Manager

Various benefits offered by our organization to employees are described in attachments to this letter. The following are some of the more significant benefits and terms and conditions of your employment as a result of your move to OptaSense Inc.

1. Salary: Your starting annual salary will be \$ [REDACTED] USD, which will be paid to you fortnightly basis in accordance with our standard payroll procedures.
2. Moving Assistance: We are offering you \$ [REDACTED] USD towards your move to Houston. This sum is subject to local taxation. Should you voluntarily leave OptaSense within 12 months of being awarded this sum the amount will be recovered from you in full.
3. Duties: Job to remain the same as under OptaSense Canada Limited, Petroleum, Engineer. See attached job description.

Your work location will be: Houston, TX, USA, but you will be expected to undertake travel as required to carry out the role.

Your immediate supervisor to whom you will report will remain the same as Jim Roy, Director and General Manager.

4. Paid Time Off (PTO): You will accrue PTO at fifteen (15) days per year. Please see attachment benefit summary for the PTO schedule.
5. Holidays: You will be entitled to fifteen (15) paid holidays per year. Please see attached benefit summary for detail.
6. Insurance: You will receive the standards benefit package through OptaSense. See attached for details.
7. Modifications of Benefits: We may, in our discretion, cancel or modify any of our employee benefits plans, including those described above, at any time.
8. At-Will Employment: Should you decide to accept our offer, you will be an at-will employee with the company.
9. Additional Term and Conditions of Employment: In addition to the above terms and as a condition of employment you will be asked to agree to a Confidentiality, Non-Disclosure and Non-Solicitation Agreement.

In order to ensure that all processes have are completed in line with company policy and legislation as you are moving between employing entities, we would appreciate you completing the actions below.

To accept this change to your offer of employment please sign the enclosed copy of this letter in the space indicated below and return it to us as soon as possible. Your employment with the Company remains subject to the personnel policies and procedures as modified from time to time, and is contingent upon the following:

- You will be required to submit a completed I-9 form as a condition of employment. This is required by federal law. We will provide it to you; however, you must return it within three days of commencement of employment.
- Proof of eligibility to work in the United States. In accordance with the Immigration Control and Reform Act, the Company requires proof of eligibility to work in the U.S. A copy of acceptable documents as determined by the U.S. Department of Justice is enclosed. You will be required to provide the documents on your first day of employment.
- You will also be required to submit a W-4 form upon employment.

EMPLOYEE ACKNOWLEDGMENT

In response to the above offer of employment (INITIAL ONE ONLY):

KB I accept.

_____ I do not accept.

Kevin Boone
Kevin Boone

16-Jul-2014
Date

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**SUBSTITUTE STATEMENT IN LIEU OF AN OATH OR DECLARATION FOR UTILITY
OR DESIGN PATENT APPLICATION (35 U.S.C. 115(d) AND 37 CFR 1.64)**

Title of Invention	Determining Wellbore Properties with an Optic Fibre While Lowering a Casing		
This statement is directed to:			
<input type="checkbox"/> The attached application,			
OR			
<input checked="" type="checkbox"/> United States application or PCT international application number <u>16/063,970</u> filed on <u>June 19, 2018</u>			
LEGAL NAME of inventor to whom this substitute statement applies:			
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)			
Kevin Boone			
Residence (except for a deceased or legally incapacitated inventor):			
City	State	Country	
Farnborough	Hampshire	United Kingdom	
Mailing Address (except for a deceased or legally incapacitated inventor):			
City	State	Zip	Country
I believe the above-named inventor or joint inventor to be the original inventor or an original joint inventor of a claimed invention in the application.			
The above-identified application was made or authorized to be made by me.			
I hereby acknowledge that any willful false statement made in this statement is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.			
Relationship to the inventor to whom this substitute statement applies:			
<input type="checkbox"/> Legal Representative (for deceased or legally incapacitated inventor only),			
<input type="checkbox"/> Assignee,			
<input checked="" type="checkbox"/> Person to whom the inventor is under an obligation to assign,			
<input type="checkbox"/> Person who otherwise shows a sufficient proprietary interest in the matter (petition under 37 CFR 1.46 is required), or			
<input type="checkbox"/> Joint Inventor.			

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SUBSTITUTE STATEMENT

Circumstances permitting execution of this substitute statement:

- ☐ Inventor is deceased.
- ☐ Inventor is under legal incapacity.
- ☐ Inventor cannot be found or reached after diligent effort, or
- ☒ Inventor has refused to execute the oath or declaration under 37 CFR 1.63.

If there are joint inventors, please check the appropriate box below:

- ☒ An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) naming the entire inventive entity has been or is currently submitted.

OR

- ☐ An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) has not been submitted. Thus, a Substitute Statement Supplemental Sheet (PTO/AIA/11 or equivalent) naming the entire inventive entity and providing inventor information is attached. See 37 CFR 1.64(b).

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

Name: James Pollard	Date (Optional):
Signature: <i>James Pollard</i>	

APPLICANT NAME AND TITLE OF PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

If the applicant is a juristic entity, list the applicant name and the title of the signer:

Applicant Name: **OptaSense Holdings Limited**Title of Person Executing This Substitute Statement: **Chief Executive**

The signer, whose title is supplied above, is authorized to act on behalf of the applicant.

Residence of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent):

City Reading	State Berks	Country UK
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Mailing Address of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent)

7 Wellswood Gardens, Reading, Berks, RG1 5BF, UK

City Reading	State Berks	Zip RG1 5E	Country UK
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Note: Use an additional PTO/AIA/02 form for each inventor who is deceased, legally incapacitated, cannot be found or reached after diligent effort, or has refused to execute the oath or declaration under 37 CFR 1.63.

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PATENT**RECORDED: 07/09/2021****REEL: 056820 FRAME: 0586**