

30-Day Trial Period Agreement

This 30-Day Trial Period Agreement ("Agreement") is made and entered into by and between **TankSentinel, LLC**, an Illinois limited liability company, (the "Company") and the undersigned as of the date set forth in the signature block of this Agreement (the "Effective Date")

WHEREAS, the Company is engaged in the business of providing digital tank level monitoring products and related monitoring services; and

WHEREAS, the Customer desires to participate in TankSentinel's Trial Period Program and to order certain digital tank level monitoring products as described, on the following terms and conditions.

NOW, THEREFORE, for the mutual promises contained herein and for other good and valuable consideration set forth herein, the parties agree as follows:

1. **Trial Period Program.** The Company shall provide the product(s) described in the Exhibit A attached hereto and incorporated herewith (each a "Product," collectively the Products) to Customer for a period of thirty (30) days commencing upon the date that the Product(s) is accepted by Company ("Trial Period Program"), unless terminated earlier in accordance with the provisions of this Agreement. Acceptance shall be deemed to occur upon the delivery and installation of the Product by the Company.

2. **Delivery, Installation and Removal.**

a. Company shall deliver the Product to Customer in the manner set forth in the Purchase Order, described in Section 3 below.

b. Initial installation of the Product(s) shall be performed by the Company, or an authorized agent of Company, or an authorized representative of the customer at Customer's premises. A representative of Customer must be present during installation.

c. If a Customer wants to return any Product(s) prior to or at the conclusion of the Trial Period Program, Customer shall provide the Company written notice of Customer's intention to terminate this Agreement, and Company shall schedule the return of the Product(s) in accordance with its business demands and available work force.

3. **Purchase Order, Invoicing and Credit Card Information.**

a. In order to receive the Products, Customer shall execute the Purchase Order prepared by Company in the form attached hereto as Exhibit B, which shall set forth the quantity of Product(s) described in Exhibit A, the amount of the sale price of the Product described in Exhibit A, any delivery charges and/or installation fees that may apply as outlined in the terms and conditions in the Purchase Order. Such Purchase Order shall contain valid credit card information that does not expire less than 90 days from the date of this Agreement.

b. Upon receipt and acceptance of the executed purchase order, the Company will schedule the delivery and installation of the Products in accordance with its business demands and available work force.

c. The Company shall have the absolute right to charge the credit card contained in the Purchase Order for all amounts set forth in the Purchase Order if the Company has not received written notice of Customer's intention to have the Product(s) removed prior to the termination of the Trial Period Program. For purposes of termination, the last day to terminate this Trial Period Program shall be by 11:59 p.m. CST on the 30th day following the date the Product(s) is accepted by Customer.

4. **License for Use.** Company grants to Customer an exclusive, nontransferable, revocable right to use the Product(s) within Customer's owned wells, solely for the purpose of evaluation for possible purchase from the Company and only for the duration of the Trial Period Program. Customer shall not sublicense the right to use the Product(s) or transfer the Product(s) to a third party.

5. **Title to Products during Trial Period.**

a. Customer acknowledges and agrees that the Company is the owner or the authorized distributor of the Products(s) and except for the right to use the Products as set forth in Section 6(c) below, Customer shall have no other right, title and/or interest in or to the Products. Customer shall not make any representation to the contrary. Customer shall keep the Products at all times free and clear from all claims, levies, liens, process, security interest and encumbrances. Upon expiration or termination of the Trial Period that does not result in the purchase of the Product(s) by Customer, Customer, at its expense, shall return the Products to the Company in the same condition in which the Products was received, ordinary wear and tear excepted.

b. Customer shall not alter or modify the Product(s) in any way, including but not limited to: reverse engineering the Product(s), decompiling the Product(s) or disassembling the Product(s).

c. Notwithstanding the above, should Customer choose to purchase the Product(s) from Company, terms and conditions for such purchase shall be made pursuant to the terms and conditions accompanying the Purchase Order issued by Company to Customer.

6. **Risk of Loss.** Upon delivery of the Product(s) to Customer, all risk of loss, damage, theft or destruction, partial or complete, to any item of the Product(s) solely caused by the acts or omissions of Customer shall be borne by Customer. Customer shall promptly notify the Company of any theft, loss or damage to the Product(s).

7. **“AS IS” AND DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.** UNLESS AND UNTIL THE PRODUCT(S) IS PURCHASED BY YOU, THE PRODUCT(S) IS PROVIDED BY THE COMPANY “AS IS” AND THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, EXPRESS OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE AND ALL WARRANTIES FOR TITLE AND NON-INFRINGEMENT. COMPANY SHALL NOT BE LIABLE TO CUSTOMER FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS BY REASON OF SHUTDOWN IN OPERATION OR INCREASED EXPENSES OF OPERATION) OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. EXCEPT AS SET FORTH IN A PURCHASE AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF THIS SECTION 7 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

8. **Indemnification.** Customer will indemnify, defend and hold the Company harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys’ fees and expenses, arising out of or resulting from any bodily injury (including death) or damages to tangible property suffered by a third party to the extent proximately and proportionately caused by any willful misconduct or negligent act or omission of the Customer, its employees or agents, in

connection with this Agreement.

9. **Termination.** Notwithstanding anything to the contrary contained herein, the Company may terminate this Agreement and repossess the Product(s) immediately upon written notice if the Customer fails to comply with any of the material terms of this Agreement, the Customer is adjudicated bankrupt, files a petition in bankruptcy, makes an assignment for the benefit of creditors or commences dissolution or liquidating proceedings.

10. **Governing Law; Exclusive Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the choice of law or conflicts of laws provisions of any state. The parties agree that the all disputes regarding this Agreement may be litigated only in the Circuit Court of Madison County, Illinois or the United States District Court for the Southern District of Illinois, hereby submit to the personal jurisdiction of such Courts, and hereby waive the right to seek to have any lawsuit filed by the other party in either such Court dismissed on grounds of lack of jurisdiction or improper venue. Each party agrees that this exclusive venue provision is in such party’s best interest.

COMPANY:

By: Michael VanFossan, Manager

CUSTOMER:

Signature

Printed Name, Title

Address

City State, Zip Code

Date

