

Directions:

Attached you will find the ***Host Profile Testing Agreement***. This document must be fully completed and submitted to FieldComm Group so that Host Profile Testing can begin on your host.

Carefully review the document. Please print TWO (2) copies of the service agreement, fill in the requested information, and have the responsible officer at your company sign both agreements. Both copies need to be at FieldComm Group prior to testing or testing will not be performed on the host. FieldComm Group will sign both agreements and return one to you for your records.

**FIELD COMM GROUP
HOST PROFILE TESTING
SERVICES AGREEMENT**

THIS AGREEMENT is made as of _____, _____ (the "Effective Date") by and between _____, a _____ corporation having principal offices at _____ ("Client"), and FieldComm Group, a Delaware not-for-profit corporation having principal offices at 91 H Research Blvd., Suite FFC, Austin, Texas, 78759, USA ("FCG").

Background

A. FCG has established and developed certain FOUNDATION™ fieldbus technology and offers testing services to manufacturers to have their hosts incorporating such technology tested for against a profile ("Host Profile Testing").

B. Client desires to have Host Profile Testing performed on certain of its host(s) for its internal research and product development purposes, subject to the terms and conditions of this Agreement.

Therefore, the parties agree as follows:

1. **TESTING SERVICES.** FCG shall provide to Client the Host Profile Testing (the "Services") to test the Client's hosts identified on Exhibit A attached hereto ("Hosts"). All Services will be performed exclusively by employees and agents of FCG. All Services shall be completed within thirty (30) days of the first day of testing unless extended by FCG.

2. **PERFORMANCE OF SERVICES.** FCG shall perform the Services at its principal office listed above or at a location specified by the Client at a scheduled time that is mutually agreeable to the parties. FCG shall provide all equipment and software needed to perform the Services, subject to the condition that Client must deliver, at its own expense, all Hosts to FCG at such office in a condition suitable for testing no later than two (2) business days prior to the scheduled testing date. If Client fails to deliver the Hosts in such condition to FCG in a timely manner, FCG reserves the right to change the testing date in its sole discretion.

3. **TESTING RESULTS.** FCG shall determine, in its sole judgment, whether the Hosts pass or fail the Host Profile Testing, and FCG shall inform Client of such results in writing within a reasonable time after completion thereof. If FCG deems the Hosts pass Host Profile Testing and, in FCG's judgment, Client has complied with all other FCG requirements, FCG shall invite Client to enter into FCG's standard Registration Agreement (the "Registration Agreement"). Unless and until Client enters into the Registration Agreement, Client shall use the Host Profile Testing results solely for internal research and product development purposes and shall not otherwise disclose the same to third parties. Without limiting the foregoing, regardless of the Host Profile Testing results, Client shall not market or advertise the Hosts as having passed the Host profile Testing by FCG unless it has entered into the Registration Agreement. Under no circumstances shall Client market or advertise the Hosts as "certified" or otherwise "approved" by FCG.

4. **CONSULTING SERVICES AND RETESTING.** If any Host fails to pass Host Profile Testing, Client may request that FCG provide Client with consulting services concerning conformance of such Host at FCG's then-current rate ("Consulting Services") and may resubmit such failing Host for additional Host Profile Testing ("Retesting"). The scope and duration of such Consulting Services, if any, shall be set by mutual written agreement of the parties.

5. **RETURN OF HOSTS.** The Hosts are and shall remain the Client's property and are furnished to FCG solely for Host Profile Testing. Client shall bear the sole risk of loss or damage to the Hosts during any shipment of the Hosts to or from FCG. Upon the first to occur of (a) successful completion of Host Profile Testing, (b) termination of this Agreement or (c) the written request of Client, FCG shall promptly

return the Hosts to Client or Client's designee at Client's expense. FCG shall invoice Client for return shipping and other related expenses.

6. PAYMENT. Client shall pay FCG its then-current fee for the Services and Consulting Services and Retesting, if any. The fee schedules for the Services, Retesting and Consulting Services as of the Effective Date are attached hereto as Exhibits B. FCG shall invoice Client monthly for any fees for Services, Retesting or Consulting Services performed during the prior month and any other related charges such as shipping. Client shall pay the applicable fees or charges no later thirty (30) days after its receipt of an invoice therefor.

7. TERM/TERMINATION.

- (a) This Agreement shall commence on the Effective Date and, except as provided in Section 7(b), shall terminate upon completion of the Host Profile Testing (including any Retesting) and Consulting Services, report of the results of such testing and return of the Hosts to Client.
- (b) This Agreement may be earlier terminated: (i) by mutual agreement of the parties; (ii) by either party upon written notice to the other party if the other party files a petition of any type as to its bankruptcy, is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business involuntarily; (iii) by either party upon written notice to the other party if the other party is in material breach of this Agreement and has failed to cure such breach within thirty (30) days of receipt of written notice thereof from the first party; or (iv) by FCG pursuant to Section 9(b) below.
- (c) Upon termination of this Agreement for any reason (i) FCG shall be entitled to payment for all Services, Retesting or Consulting Services performed prior to the effective date of termination and any related charges such as shipping, and (ii) Sections 8, 9 and 10 shall continue in full force and effect.

8. CONFIDENTIALITY. Each party acknowledges that it may have access to proprietary and/or confidential information ("Confidential Information") of the other as a result of this Agreement. Without limiting the foregoing, Client's Confidential Information shall include the design, specifications and performance characteristics of the Hosts, and FCG's Confidential Information shall include the results of the Hosts in the Host Profile Testing. Each party agrees that for the term of this Agreement and for a period of three (3) years thereafter it will not, without the prior written consent of the other party, directly or indirectly use any Confidential Information for its own benefit or divulge, disclose, or communicate in any manner any Confidential Information to any third party, except as may be permitted under this Agreement. A breach of this Section 8 shall be considered a material breach of this Agreement.

9. LIMITED WARRANTY.

- (a) FCG warrants that the Host Profile Testing will be performed in a good and workmanlike manner on properly functioning testing equipment. FCG SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS AND IMPLIED.
- (b) Client shall notify FCG in the event it reasonably suspects a breach of the limited warranty contained in Section 9(a). In the event that FCG determines that its performance of the Services did not comply with its limited warranty in Section 9(a), FCG shall, in its discretion, (i) retest the Hosts in a good and workmanlike manner using properly functioning testing equipment, at no additional charge to Client, or (ii) refund the testing fees paid to FCG by Client and terminate this Agreement upon notice to Client, in either case with no further liability or obligation to Client. THIS SECTION 9(b) CONTAINS CLIENT'S SOLE REMEDIES IN THE EVENT OF A BREACH OF THE LIMITED WARRANTY CONTAINED IN SECTION 9(a).

- (c) CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT FCG'S DETERMINATION THAT A HOST HAS SUCCESSFULLY COMPLETED HOST PROFILE TESTING DOES NOT IMPLY ENDORSEMENT, CERTIFICATION OR WARRANTY OF SUCH HOSTS OR CLIENT BY FCG, OR THAT THE HOSTS WILL PROVIDE HOST PROFILE OUTSIDE OF FCG'S TESTING ENVIRONMENT, AND CLIENT SHALL NOT SO IMPLY OR REPRESENT, DIRECTLY OR INDIRECTLY, TO ANY THIRD PARTY.
- (d) The limited warranty and remedies contained in this Section 9 are made solely to Client and may not be passed on to, or relied on by, any third party.

10. DISCLAIMER OF LIABILITY. FCG SHALL NOT BE LIABLE FOR ANY DELAY IN ITS PERFORMANCE UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY STATED IN SECTION 9(b), FCG SHALL NOT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, TO CLIENT OR ANY OTHER PERSON CLAIMING THROUGH OR UNDER CLIENT FOR ANY DAMAGES OR EXPENSE, WHETHER CONSEQUENTIAL OR INCIDENTAL, DIRECT OR INDIRECT, SPECIAL OR GENERAL AND HOWEVER CAUSED, EVEN THOUGH FCG MAY HAVE BEEN ADVISED OR MAY OTHERWISE HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT ANY LIABILITY IS IMPOSED ON FCG FOR ANY REASON WHATSOEVER, THE AGGREGATE AMOUNTS PAYABLE BY FCG SHALL NOT EXCEED THE ACTUAL AMOUNT PAID BY CLIENT TO FCG HEREUNDER. NOTHING CONTAINED HEREIN SHALL MAKE FCG LIABLE FOR LOSS OR DAMAGE TO THE BUSINESS OF CLIENT, INCLUDING ANY CLAIM AS TO BREACH OF CONTRACT, LOST RECEIPTS OR PROFITS, LOSS OF USE, BUSINESS INTERRUPTIONS OR ANY OTHER TANGIBLE OR INTANGIBLE BUSINESS LOSS. CLIENT ACKNOWLEDGES THAT THE ALLOCATION OF RISKS AND BENEFITS UNDER THIS AGREEMENT IS BASED ON, AND THE FEES UNDER THIS AGREEMENT WOULD BE GREATER IN THE ABSENCE OF, THE LIMITATIONS DESCRIBED ABOVE.

11. INDEMNIFICATION. Client hereby indemnifies and holds harmless FCG against any claims, losses, damages and expenses whatsoever, incurred by FCG (including its reasonable attorney's fees) arising from or related to (a) any action or omission by Client, its employees and agents that has the effect of representing or implying that FCG endorses, certifies or warrants the Hosts in material breach of Section 3 or Section 9(c) of this Agreement, (b) any third party claims (including, without limitation, claims for person injury or property damages) relating to design, manufacture, sale, lease, transfer or use of the Hosts, or (c) any other material breach by Client, its employees or agents of the terms and conditions of this Agreement.

12. ASSIGNMENT. Neither party may assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other party; provided, however, either party may assign any or all of its rights and obligations hereunder to any of its subsidiaries, provided that the assigning party shall remain fully liable for the performance of all its obligations hereunder; and further provided that a successor in interest by merger, by operation of law, assignment, purchase or otherwise of all or substantially all the business of a party may acquire its rights and obligations hereunder. Any prohibited assignment shall be null and void.

13. RELATIONSHIP OF PARTIES. This Agreement does not make either party the employee, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. Each party is acting as an independent contractor.

14. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for Client:

Company: _____
Contact Person: _____
Title: _____
Street: _____
Suite: _____
City, State, Zip: _____
Phone: _____
Fax: _____
Email: _____

If for FCG:

FieldComm Group
91 H0 Research Blvd.
Suite FFCG
Austin, Texas 78759 USA
Phone: 512-794-8890
Fax: 512-794-8893

Such address or other contact information may be changed from time to time by either party upon written notice to the other in the manner set forth above.

15. ENTIRE AGREEMENT. This Agreement, including the Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties with respect to the subject matter hereof.

16. AMENDMENT. This Agreement may not be modified or amended except in a writing signed by both parties.

17. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement shall remain in full force and effect.

18. WAIVER. Any waiver (express or implied) by either party of any violation or breach of this Agreement shall not constitute a waiver of any other or subsequent violation or breach.

19. APPLICABLE LAW; JURISDICTION AND VENUE. This Agreement shall be governed by the laws of the State of Minnesota, excluding its choice of law rules. In any legal action relating to this Agreement, Client agrees and consents (a) to the exercise of jurisdiction over it by a state or federal court in Hennepin County, Minnesota, U.S.A., and (b) that if Client brings the action, it shall be instituted exclusively in one of the courts specified in subsection (a) above. FCG may institute legal action in any appropriate jurisdiction.

20. **FORCE MAJEURE**. Neither party shall be liable to the other for its failure to perform any of its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed because rendered impracticable or impossible due to circumstances beyond its reasonable control, provided that the party experiencing the delay promptly notifies the other of the delay and the reasons therefor.

21. **COUNTERPARTS**. This Agreement may be executed in two or more counterparts, and each such counterpart shall be deemed an original hereof.

The parties hereto have each caused this Agreement to be signed and delivered by its duly authorized representative as of the Effective Date above.

"Client"

FieldComm Group

Signature: _____

Signature: _____

Name: _____

Name: **Ted Masters**

Title: _____

Title: **President & CEO**

EXHIBIT A

Host System to be Tested

Host System:	
Manufacturer:	
Model:	
Type:	
Revision:	
Serial No:	
Host Profile Class:	
H1 Stack:	
Manufacturer:	
Revision:	
Test Campaign Number:	
H1 Communication Profile(s):	
HSE Stack:	
Manufacturer:	
Revision:	
Test Campaign Number:	
HSE Communication Profile(s):	

Foundation H1 Device Support	H1 Interface: Yes/No	HSE via LD: Yes/No
H1 Device Address Assignment		
Configuration of Link Master Devices		
H1 Physical Device Tag Assignment		
Convert Link Master to Basic Device		
H1 Software Download (Device Class 3 – Control & Monitoring)		
H1 Software Download (Device Class 5 – SIF)		
H1 SIF Protocol & Configuration Signature		

Foundation HSE Device Support	Supported: Yes/No
HSE D2 Device Redundancy	
HSE D3 Device Redundancy	
HSE Interface Redundancy	
HSE LD Support: Block parameter Access	
HSE LD Support: Report Re-Distribution	
HSE LD Support: Republishing	
HSE Software Download (Device Class 4)	

Foundation Distributed Application Support	H1 Support: Yes/No	HSE Support: Yes/No
Block Tag Configuration		
Block Instantiation		
Multiple Capability Levels		
Resource and Transducer Blocks		
Standard (Control & Monitoring) Function Blocks (Standard Parameters of Standard and Enhanced Function Blocks)		
Standard SIF Blocks (Standard Parameters of Standard and Enhanced Function Blocks)		
Enhanced Control & Monitoring Function Blocks (Enhanced Parameters of Enhanced Function Blocks)		
Enhanced SIF Function Blocks (Enhanced Parameters of Enhanced Function Blocks)		
Profiled Custom Function Blocks		
Custom Function Blocks		
Configuration of scheduled control function blocks		
Function Block Linking and Publication Scheduling		
SIF Function Block Linking and Publication Scheduling		
Function Block Execution Scheduling		
Flexible Function Blocks – Fixed OD		
Flexible Function Blocks – Variable OD		
Multivariable Optimization (Publisher/Subscriber)		
Multivariable Optimization (Report Distribution)		
Use Views for Block Detail Reads		
Enhanced Parameter Download Support Services		
Foundation Alert Configuration and Handling	H1 Support: Yes/No	HSE Support: Yes/No
Process Alert Management Configuration		
Process Alert Handling and Confirmation		
Device Alert Management Configuration		
Device Alert Handling and Confirmation		
Multi-bit Alert Support		

Foundation Device Description Support	Supported: Yes/No
DD Blocks and Parameters	
DD v4 Methods execution	
DD v4 Menus	
DD Write Access Rights	
DD v5 Visualizations, Methods	
DD v5 Persistent data	
DD v5.1 Device-Level Access	
DD Multiple Language Support	
Capability File Support	

EXHIBIT B

HOST PROFILE TESTING FEE SCHEDULE

Each host submitted for Host Profile Testing is subject to Host Profile Testing Fees as detailed below.

Host Profile Testing Fee

The fee per host is US\$4,000 and includes up to eight (8) hours of testing. Each additional hour of testing required in the first day will be billed at the rate of US\$250 per hour.

After the first day, testing per host will commence with a minimum fee of four (4) hours at the rate of US\$250 per hour. Partial hours are rounded up to the next full hour.

Travel and Expense Fee

Client shall also pay travel time of US\$112.50 per hour (maximum 8 hours each way domestic, maximum 16 hours each way international) and reimburse all reasonable expenses incurred by FCG in performing Host Registration Services, including but not limited to travel expenses, if applicable.