

**DEMONSTRATIONAL USE**  
**LICENSE AGREEMENT**

This agreement ("Agreement") is effective as of the date stated below by and between \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ ("Seller"), and the undersigned party whose name and address are set forth on the signature page below ("Prospective Buyer").

Seller represents certain technology, which is proprietary and patent pending, which can improve fuel usage in the automobile and trucking industries ("Technology"), and desires to grant to Prospective Buyer the limited right to use the Technology on one or more of its vehicles for demonstrational purposes, all as provided herein, and

Prospective Buyer desires to accept the limited right to use the Technology as provided herein,

Subject to the mutual terms, conditions and covenants herein, the parties do hereby agree as follows:

1. The Technology includes a complete system of products, which are secured on to each of the following; fuel line, coolant line and air line.
2. The Seller will install the Technology on one or more vehicles of the Prospective Buyer at the Seller's own cost and expense. The parties will record the complete system of products installed on the each such vehicle of the Prospective Buyer.
3. The Prospective Buyer is authorized to use the Technology free of charge for a period of thirty (30) days from the date hereof ("Termination Date"). Other than as stated herein, no other rights are conferred to the Prospective Buyer.
4. As consideration for the free usage of the Technology, Prospective Buyer covenants and agrees that at all times it will not, directly or indirectly, at any time from and after the date of this Agreement sell, market, license, sublicense, manufacture, transfer, replicate, or make copies of, the Technology or any similar technology, or attempt to circumvent any of our patents, for any reason whatsoever, except as otherwise agreed to in writing by the parties. Any claim by you against us for any reason, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of the preceding covenants. You acknowledge that if the covenants herein are breached by you the remedy at law may be inadequate, and therefore an injunction, specific performance or other forms of equitable relief or money damages or any combination thereof shall be available. All rights, claims and remedies shall be cumulative and not exclusive of any rights, power and remedies at law or equity. The terms and conditions of this paragraph shall survive the Termination Date and termination of this Agreement.
5. Unless a mutually agreed upon transaction or agreement between the parties, in both case evidenced in writing, is consummated to use the Technology, within fifteen (15) days from the

Termination Date, Prospective Buyer shall return, at its cost and expense, the Technology to the Seller at the address provided above within the stated fifteen (15) day period. Returns shall be made via traceable ground delivery service, e.g., UPS or FedEx. In the event the Technology is not returned to the Seller within the prescribed fifteen (15) day period, the Prospective Buyer shall be obligated to pay the Seller the amount of \$\_\_\_\_\_.

6. This agreement shall be construed and enforced in accordance with the laws of the State of \_\_\_\_\_, with jurisdiction resting the federal and state courts of \_\_\_\_\_ County, \_\_\_\_\_. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address as stated in this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. If we are required to initiate legal action against you for amounts owed to us by you or we are required to otherwise enforce this Agreement, we will be entitled to re-imburement of our costs and expenses, including reasonable accounting and legal fees and court costs, in connection with such action.

7. This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous negotiations, agreements and arrangements between the parties. This agreement may be executed by facsimile.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the \_\_\_ day of \_\_\_\_\_ 2007.

PROSPECTIVE BUYER

SELLER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Signatory

By its \_\_\_\_\_

\_\_\_\_\_  
Print Name of Prospective Buyer

RECEIPT

\_\_\_\_\_  
Print Address of Prospective Buyer

\_\_\_\_\_  
Prospective Buyer Acknowledges Installation

\_\_\_\_\_  
Print Address of Prospective Buyer