

Trial Loan Agreement

This Agreement is made on the 20th day of March, 2020, between VectorNav Technologies, LLC, with its principal place of business at 10501 Markison Road, Dallas, TX 75238, USA ("VectorNav") and Monterey Bay Aquarium Research Institute (MBARI) with its principal place of business 7700 Sandholdt Road, Moss Landing, CA 95039 ("Trialer").

Equipment on Trial Loan

Commencement Date of Trial Loan:

- _____, 20____

Description of Equipment:

- VN-100T-CR-DEV

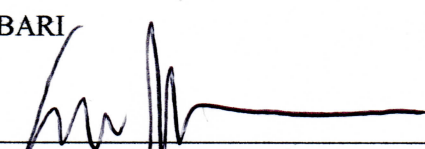
Value:

- \$1,300.00 USD

1. Trialer agrees to collect the Equipment from VectorNav and return the Equipment to VectorNav within [THIRTY (30)] days of the Commencement Date.
2. Should Trialer request VectorNav to arrange delivery and/or collection of Equipment, the Trialer will be responsible for the cost of such delivery and/or collection.
3. The Trialer shall exercise reasonable care of the Equipment, maintain it in its original condition and use the Equipment in accordance with the applicable VectorNav terms and conditions of sale, as listed in Schedule A hereto (the "Terms"). In the event of any conflict between the Terms and this Agreement, the terms of the Agreement shall prevail.
4. The Trialer will hold all responsibility and liability for the demonstration and trialing of the Equipment. VectorNav shall not be liable for any claims made in respect to bodily injury or damages to property caused through the use of the Equipment.
5. No modifications or alterations are to be made to the Equipment.
6. The Equipment remains the property of VectorNav.
7. Should any defect or malfunctioning of the Equipment be detected, or any factor causing or threatening damage or destruction of the Equipment be identified, it is the responsibility of the Trialer to promptly notify VectorNav.
8. Should any of the above conditions be breached, the Trialer will be responsible for the cost of replacement of the Equipment in the amount of the Value of the Equipment.

AGREED AND ACCEPTED:

MBARI


Name: Eugene Massion
Title: Engineer
Date: 2020 March 20