License Agreement Between Statitrol and Cereberus Ltd.

Statitrol Corporation
Contract Term I extends with regard to Patents No. 1 and 3 to the validity of these patents and with regard to Patent No. 2 to the period ending January 1, 1981. Upon request of LICENSEE, LICENSOR is willing to extend the Agreement related to Patent No. 2 for an additional period at reasonable terms (Contract Term II).

§ 17

Written form

Modifications of and supplements to this Agreement must be made in writing.

§ 18

Partial invalidity

The nullity of some clauses of this contract does not affect the validity of the other clauses. The invalid clauses are to be replaced by such valid clauses as come as near as possible to the desired economical purpose of the clause rendered invalid.

§ 19

Governing law and jurisdiction

This Agreement is governed by the laws of Germany (BRD).

However, the patent situation will be judged under the laws of the country in which the patent was granted. Place of jurisdiction for all disputes arising from this Agreement is Stuttgart, Germany.

Maennedorf, July 15, 1975

STATITROL CORPORATION

CERBERUS LTD.
Defence of patents

LICENSOR uses its best efforts to prevent or to stop any infringement of its patents and, for this purpose and within reasonable limits, will take the necessary steps at its own costs. LICENSEE will support in every possible and necessary way LICENSOR in fighting patent infringements.

§ 14

Licence Agreement with third parties

LICENSOR endeavours to the best of its ability not to conclude any Licensing Agreements with third parties which grant comparatively more favourable terms to such third parties than they are granted to LICENSEE under the present Agreement.

§ 15

Licence Agreement for Territories II and III

If LICENSEE intends to become active in a country belonging to TERRITORY II or TERRITORY III it will inform LICENSOR of such intention. LICENSOR is willing to also grant Licensing Agreements for such countries at adequate terms.

If LICENSOR is not free to license one of its patents in one of these countries, LICENSOR will inform its own licensees of the intention of LICENSEE within two months after getting knowledge of such intention and will propose its licensees to conclude corresponding licensing agreements.

On conclusion of the present Agreement, LICENSOR has complied with this obligation to inform as far as the TERRITORY II is concerned.

§ 16

Duration of the Agreement

This Agreement will be effective after being signed by both parties and after LICENSOR has received the payment mentioned in § 7.
In case of non-existence of one of the patents or of a defect of its licensing right, LICENSOR has to refund to LICENSEE an adequate share of the royalty and, if a negligence of LICENSOR can be proved, LICENSOR is subject to a legal indemnification.

§ 9

Liability in case of claims by third parties

Should LICENSEE be attacked for patent infringements because they are using the afore-mentioned patents, LICENSOR is to be informed at once and must be offered the opportunity to participate in a possible lawsuit.

If LICENSOR participates in such a lawsuit, he will, unless agreed otherwise, bear the court costs and reasonable extrajudicial costs but not to exceed the amount as per § 7.

§ 10

Marking

LICENSEE is authorized to affix its own mark on Licensed Products.

§ 11

Exercise of licence right

LICENSEE is not bound to exercise the licence right granted to them.

§ 12

Abstention from attack

LICENSEE commits itself neither to attack the patents on its own nor to have them attacked by third parties or to support any party in any form in such attack unless LICENSOR has made known its inventions before filing patent applications.
§ 5

Sub-Licences.

On the condition that the sub-licensing is necessary for the conduct of its business, LICENSEE may grant sub-licences for manufacturing and selling. Upon signing of this Agreement, the sub-licensing to Simplex Time Recorder Co., Gardner/Mass. 01440 USA, is accepted by LICENSOR.

§ 6

Maintenance of patents

LICENSOR will maintain at its own cost the patents as long as this is legally possible.

§ 7

Royalty

LICENSEE will pay to LICENSOR for a possible use of the patents in the past and during Contract Term I a one-time royalty of US-$ 15'000.- (fifteen thousand US dollars), payable within 30 days after signing this Agreement.

§ 8

Liability

LICENSOR declares that the afore-mentioned patents are in force at the time this Agreement is concluded and warrants that it has made no commitment in favor of its licensees or agents other than those already provided for in the existing Agreements or to any other third party which will prevent implementation of this Agreement and that it will not make such commitment in the future.
The LICENSEE is a company engaged in the manufacture and distribution of fire detectors and fire detecting systems.

The LICENSEE is desirous of obtaining Licences for the patents owned by CERBERUS and CERBERUS is willing to grant such Licences to LICENSEE.

Therefore the parties hereto conclude the following

**Licensing Agreement**

§ 1

**Licence**

LICENSOR hereby grants to LICENSEE the right to make, use and/or sell devices resulting from the inventions on which the aforementioned Patents No. 1, 2 and 3 are based.

§ 2

**Technical Know-How**

The Licence does not include the supply of technical know-how or other technical assistance for the manufacture of Licensed Products.

§ 3

**Licensed Territory**

The Licence extends to TERRITORY I.

§ 4

**Non-exclusivity**

The Licences granted to LICENSEE are non-exclusive.
In addition, the LICENSOR owns patents in various countries for an invention concerning an electrical alarm system (hereinafter called "PATENT No. 3"); these patents have been granted in the following countries:

<table>
<thead>
<tr>
<th>Country</th>
<th>Patent no.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Switzerland</td>
<td>358 719</td>
</tr>
<tr>
<td>Belgium</td>
<td>564 361</td>
</tr>
<tr>
<td>Germany</td>
<td>1 081 804</td>
</tr>
<tr>
<td>France</td>
<td>1 198 878</td>
</tr>
<tr>
<td>Netherlands</td>
<td>108 575</td>
</tr>
<tr>
<td>Austria</td>
<td>210 329</td>
</tr>
<tr>
<td>Spain</td>
<td>240 084</td>
</tr>
<tr>
<td>Canada</td>
<td>777 397</td>
</tr>
<tr>
<td>USA</td>
<td>3 160 866</td>
</tr>
<tr>
<td>Japan</td>
<td>279 192</td>
</tr>
<tr>
<td>Uruguay</td>
<td>6 738</td>
</tr>
</tbody>
</table>
between CERBERUS Ltd., CH-8708 Maennedorf/Switzerland (hereinafter called "LICENSOR")

and STATITROL CORPORATION,
140 South Union Boulevard, LAKEWOOD/Col. 80228/USA represented by its President, Mr. Duane D. Pearsall (hereinafter called "LICENSSEE")

The LICENSOR owns patents in various countries for an invention concerning an ionization fire detector the ionization chamber of which contains a radioactive source with specific radiation characteristics, in particular by the use of Americium; these patents (hereinafter called "PATENT No. 1") have been granted in the following countries:

<table>
<thead>
<tr>
<th>Country</th>
<th>Patent no.</th>
<th>Teritory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Switzerland</td>
<td>416 388</td>
<td></td>
</tr>
<tr>
<td>Australia</td>
<td>270 665</td>
<td></td>
</tr>
<tr>
<td>Germany</td>
<td>1 223 277</td>
<td>&quot;TERRITORY I&quot;</td>
</tr>
<tr>
<td>France</td>
<td>1 373 482</td>
<td></td>
</tr>
<tr>
<td>Great Britain</td>
<td>1 044 188</td>
<td>&quot;TERRITORY I&quot;</td>
</tr>
<tr>
<td>Netherlands</td>
<td>137 633</td>
<td></td>
</tr>
<tr>
<td>South Africa</td>
<td>63/5181</td>
<td>&quot;TERRITORY II&quot;</td>
</tr>
<tr>
<td>USA</td>
<td>3 353 170</td>
<td></td>
</tr>
</tbody>
</table>

Furthermore, the LICENSOR has been granted patents in several countries for an invention concerning an ionization fire detector the ionization chamber of which shows an electrical field strength of less that 5 V/cm; these patents (hereinafter called "PATENT No. 2") have been granted in the following countries: