

INDEMNIFICATION AGREEMENT

This indemnification agreement (“Agreement”) is entered into by and between the Orange County Sanitation District, a county sanitation district organized under the laws of the State of California (“OC San”) and USP Technologies, a Georgia corporation (“USP”) to be effective as of this 15th day of December, 2021.

RECITALS

- A. OC San desires to test its own patented method of treating wastewater streams using CAN-9 and CAN-17 compounds (the “Materials”).
- B. USP is a purveyor of the Materials and wishes to supply them to OC San.
- C. Per its agreement with Evoqua Water Technologies (“Evoqua”), USP cannot provide the Materials to any user who may violate Evoqua patents for wastewater stream treatments.
- D. USP is concerned that OC San’s method of treating wastewater streams may violate Evoqua patents.
- E. OC San has obtained guidance from patent counsel that OC San’s own method incorporating the Materials would not violate any Evoqua wastewater stream treatment patents.
- F. Regardless, USP desires to protect itself from potential litigation and liability based on a patent claim from Evoqua.
- G. OC San desires to indemnify USP in the event Evoqua brings a patent claim arising from OC San’s use of the Materials.

AGREEMENT

- 1. Indemnification:** OC San will defend, at its own expense, any claim, suit or proceeding brought against USP to the extent it is based upon a claim that OC San’s use of the Materials infringes upon any United States patent, copyright or trade secret of Evoqua. USP agrees that it shall promptly notify OC San in writing of any such claim or action and give OC San full information and assistance in connection therewith. OC San shall have the sole right to control the defense of any such claim or action and the sole right to settle or compromise any such claim or action. Provided USP complies with the provisions hereof and is not otherwise in breach of any provision of this Agreement, OC San will pay all damages, costs and expenses finally awarded to Evoqua against USP in such action. **THE FOREGOING STATES THE ENTIRE LIABILITY OF OC SAN TO USP CONCERNING INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, INCLUDING, BUT NOT LIMITED TO, PATENT, COPYRIGHT AND TRADE SECRET RIGHTS.**
- 2. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.
- 3. Entire Agreement.** This Agreement, and any other documents incorporated herein by reference, represent the entire and integrated agreement between OC San and USP on the matters referenced herein. This Agreement supersedes all prior oral or written negotiations, representations or agreements.

ORANGE COUNTY SANITATION DISTRICT

Dated: _____, 2021 By _____
John B. Withers
Board Chairman

ATTEST:

By _____
Kelly A. Lore
Clerk of the Board

APPROVED AS TO FORM

By _____
Bradley R. Hogin
General Counsel

USP TECHNOLOGIES

Dated: _____, 2021 By _____
Name: _____
Title: _____