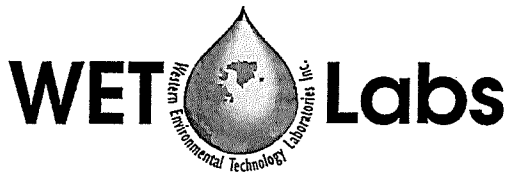


PO Box 518
620 Applegate St.
Philomath OR 97370



(541) 929-5650
Fax (541) 929-5277
<http://www.wetlabs.com>

AGREEMENT

REGISTRO DE CONTRATOS RUM
TOMO 20 PAGINA 20
CONTRATO NUM. 2011-000111

between

WESTERN ENVIRONMENTAL TECHNOLOGY LABORATORIES, INC (dba WET Labs, Inc)

and

UNIVERSITY OF PUERTO RICO, MAYAGÜEZ

AGREEMENT NUMBER: WLUBAT20101012

This agreement is entered into by and between Western Environmental Technology Laboratories, Inc. (WET Labs, Inc.) located at 620 Applegate Street (P.O. Box 518), Philomath, Oregon, 97370 (hereinafter referred to as "WET Labs") and University of Puerto Rico, Mayagüez, Puerto Rico, 00681, hereby represented by Dr. Miguel A. Muñoz Muñoz, Chancellor of the University of Puerto Rico, Mayaguez (hereinafter referred to as "RECIPIENT"). The Agreement may be modified only by written agreement of the parties.

RECITALS

WET Labs, Inc. is to provide the RECIPIENT with a loan of INSTRUMENT(S) to collect of preliminary bioluminescence data in Bahía Fosferescente, La Parguera, Puerto Rico. The RECIPIENT agrees to the following terms and conditions in exchange for receiving the INSTRUMENTS:

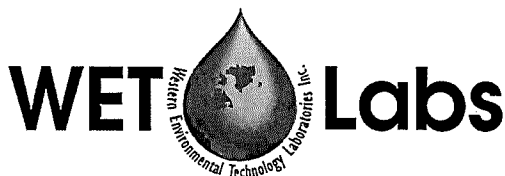
ARTICLE 1. LOAN OF EQUIPMENT

The INSTRUMENTS listed below, and all rights therein, are the sole property of WET Labs, Inc., and are made available as a service to the RECIPIENT to collect of preliminary bioluminescence data in Bahía Fosferescente, La Parguera, Puerto Rico and INSTRUMENTS will be used for not-for-profit research purposes only. The following INSTRUMENTS are loaned to the RECIPIENT:

1. UBAT-011
2. Test communication/power cable (1)
3. Validation LED light source

The loan period will be from October 25, 2010 to March 1, 2011. The RECIPIENT shall maintain equipment to the best of the RECIPIENT capabilities, for example flow through INSTRUMENT(S) shall be flushed with fresh water following use. INSTRUMENT(S) shall be stored in a safe location to limit exposure to environmental elements, equipment damage or theft.

The RECIPIENT is responsible for ALL shipping costs including shipping to and from WET Labs, and to and from the site that the RECIPIENT will use the loaned INSTRUMENT(S). If the INSTRUMENT(S) are not returned or this agreement is not renegotiated, in writing within 30 days of return date RECIPIENT will be invoiced for the sale of the INSTRUMENT(S). An itemized list of the cost of INSTRUMENTS is found under Appendix A.



ARTICLE 2. USE; CONFIDENTIALITY

The RECIPIENT shall not transfer the INSTRUMENT(S) to others (except to its employees, agents or consultants who are bound to the Agreement by like obligations conditioning and restricting access, use and continued use of the instruments (s)) without the express written permission of WET Labs, Inc. The RECIPIENT shall not open any the electronics housing of any instruments (s) without the express written permission of WET Labs, Inc. The RECIPIENT agrees to use the INSTRUMENTS in compliance with all applicable statutes and regulations, including, for example, those relating to research involving the use of human and animal subjects or recombinant DNA.

ARTICLE 3. WARRANTY AND LIABILITY

Any INSTRUMENT(S) delivered pursuant to this Simple Letter Agreement is understood to be experimental in nature and may have hazardous properties. WET Labs, Inc., MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. Except to the extent prohibited by law, the RECIPIENT assumes all liability for claims for damages which may arise from RECIPIENT's use or storage of the INSTRUMENT(S). WET Labs, Inc. will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the INSTRUMENTS by the RECIPIENT.

In case of catastrophic INSTRUMENT failure, such as flooding of the electronics housing, so long as the pressure seal on the electronics housing was not compromised by RECIPIENT, the RECIPIENT will not be held liable for the loss of the INSTRUMENT. In case of INSTRUMENT loss due to loss of the deployment platform, the RECIPIENT will not be held liable for the loss of the INSTRUMENT. A written assessment as to the cause of the platform loss will be provided to WET Labs by the RECIPIENT.

ARTICLE 4. DISPUTES AND INDEMNIFICATION

Any dispute arising under this Agreement which cannot be resolved by mutual consent of the parties to this Agreement may be settled by mediation or arbitration at the parties' mutual agreement, or by other appropriate legal proceedings.

RECIPIENT shall defend, indemnify, and hold WET Labs, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of RECIPIENT, its officers, agents or employees.

ARTICLE 5. NOTICES

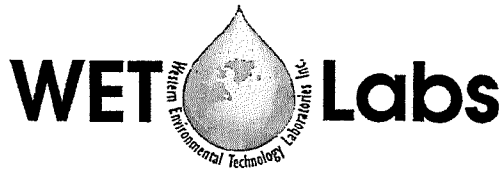
Communications concerning RECIPIENT performance under this Agreement will be directed to WET Labs' project director at the following address:

WET Labs, Inc.
P.O. Box 518
Philomath, OR 97370
Attn: CRISTINA ORRICO

ARTICLE 6. USE OF NAME

The RECIPIENT agrees to acknowledge the source of the INSTRUMENTS in any publications reporting use of it.

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Neither RECIPIENT nor WET Labs may make use of this Agreement, or use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written approval of the other party.

ARTICLE 7. APPROVAL OF AGREEMENT

This Agreement is the entire agreement between RECIPIENT and WET Labs regarding this collaborative effort and supersedes and replaces any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, WET Labs and RECIPIENT, have executed this Agreement.

By An Authorized Official of:

WET Labs, Inc.

Dr. Andrew Barnard

Vice President of R&D

Date: 11/15/10

By An Authorized Official of:

RECIPIENT

Dr. Miguel A. Muñoz Muñoz

Chancellor
UPRM

Date: October 25, 2010

Dr. Ernesto Otero
Research Associate
Department of Marine Sciences
UPRM

Date: 22 oct 2010

Dr. Jorge Rivera Santos
Director
R&D Center
UPRM

Date: 22 oct 2010