



# LICENSE AGREEMENT

An attractive intelligent  
business model  
just for you

LET'S GET COMPETITIVE  
**YOU TEST & WE ANALYZE**  
EXCELLENT WORKING STRATEGY  
WITH HIGH COMPENSATION



# ***LICENSE AGREEMENT***

## ***BASIC CONCEPTS AND CONSIDERATIONS***

### **Basic Concepts**

- **License:** is a grant of rights or property by a corporation, individual or other legal entity, refers to that permission as well as to the document recording that permission.
- **Licensor:** is the Legal entity granting rights to another individual or legal entity to use property, technology or trademarks for a benefit.
- **Licensee:** legal entity or individual receiving the License.
- **Royalty:** a compensation or portion of the proceeds paid to the owner of a right, as a patent or oil or mineral right, for the use of it.

## **☐ License**

- Licensor grants Licensee a non-exclusive license, which means that Techimp can have several Licensees.
- The license granted in consideration of the agreement licensee to pay Royalty.
- Limited rights to use Techimp's trademarks, products, services and name.
- Trademark License: licensee granted to use Techimp/CableWISE trademark.
- Infringement: Licensee agrees to provide Licensor with immediate written notice if become aware of infringement activities of any 3<sup>rd</sup> party, and penalties may apply.

## **☐ Equipment:**

Licensee agrees on the license to exclusively purchase parts from Licensor, therefore the Licensee will be exclusive to Techimp.

## ☐ **Services**

Licensee may purchase Services provided by Techimp.

## ☐ **Warranties and Remedies**

- Equipment & services: general rules 12 months of limited warranty or limited remedy up to 210 days after delivery, however this can be addressed in a case by case bases.
- Waivers apply based on: client, services, equipment sold and agreement duration.

## ☐ **Prices, Payments and reports:**

- Equipment, parts, and services normally have to be paid when purchased before shipment, however this depend on the customer and history with us.
- Royalties agreed on the signed License have to be paid on the last day of each calendar month.

# ***LICENSE AGREEMENT MINIMUM SECTIONS***

- ☐ **Insurance:** During the term of the agreement Licensee shall
  - Maintain equivalent of US workers and vehicle insurance.
  - Depending on the License agreement insurance for equipment transport has to be in place.

- ☐ **Protection of proprietary rights:**

Licensee can only use and commercialize technologies, services and product considered in the License, and should never use Licensor name or trademark on any equipment or technology outside the License contract.

- ☐ **Default conditions:**

Minimum set of conditions that have to be agreed in order to concede a License.

- ☐ **Business Ethics and Compliance with Law:**

All businesses have to comply with Licensor Ethics Policies and standards during the License term

## ***LICENSE AGREEMENT BENEFITS***

- ☐ Your company will count with a recognize expert brand representation.
- ☐ Specialized equipment available at preferential prices.
- ☐ Operators technical training provided at preferential price.
- ☐ Your personnel will be certified to perform Techimp measurements/tests.
- ☐ You certified personnel will be in charge of performing the Techimp measurements as per Techimp procedures.
- ☐ Data analysis services will be provided by Techimp specialists in order to support the services activities at a competitive pricing strategy.

*Among other benefits for both parties interest...*



# **TECHIMP LICENSE MODEL is for you**

**Intelligent Asset  
Service/Management Agreement**