

**(SUB-)LICENSE AGREEMENT**

This (SUB-)LICENSE AGREEMENT is made on \_\_\_\_\_, \_\_\_\_ (the “effective date”) between:

a. **Resource Tepee, LLC**, a New Jersey limited liability company having an address at 1 Lane Road, Hillsborough, NJ 08844 (herein, “Licensor”); and

b. \_\_\_\_\_, an individual having an address at \_\_\_\_\_ (herein, “Licensee”).

1. **PURPOSE.** Licensee desires a license to the technology claimed in U.S. Patent 7,495,673, a U.S. Patent patented by **Shankar S Srinivasan** for which **Licensor** has rights to sub-license to **Licensee**, the license being:

*(select one)*

- 1 calendar year – unrestricted use for \$150.00;
- 5 use license for \$50.00; or a
- 10 use license for \$100.00.

2. **THE PATENT.** The Patent refers to U.S. Patent 7,495,673 issued on February 24, 2009 and any resulting patents in the United States, including any and all divisionals, continuations, or other patent applications in the United States which directly extend from this patent.

3. **TERM.** The term of the 5 use or 10 use license, if selected above, shall run 90 and 180 calendar days respectively, inclusive of the starting and ending date, and shall include up to 5 and 10 uses respectively of the technology claimed in the patent, specifically limited to creating a graphic matrix output of data, as defined in the patent.

4. **CONTRIBUTIONS OF LICENSOR.** Upon the signature of both parties and the effective date, Licensor shall grant Licensee a worldwide, non-exclusive License to the Patent Application for the term described above.

5. **CONTRIBUTIONS OF LICENSEE.** Licensee is required to pay the amounts, as indicated in clause 1 for the license.

5. **NO FURTHER LICENSE OR SUBCONTRACTING.** Licensee may not assign or transfer the license to any other entity other than the Licensee, as listed in the recitals above.

6. **SALARIES AND DRAWINGS.** Neither partner shall receive any salary for services rendered under this Agreement.

7. **OWNERSHIP.** Licensor shall retain all ownership rights to the Patent Application.

8. **TERMINATION.** This license automatically terminates at the end of the license term listed in clause 3 or after the number of uses of the patent listed in clause 1 or if a graphic matrix or data output created by, inspired by, a derivative work of, or the like based on any data or information set forth in the patent is made by the licensee.

9. **DEATH.** Upon the death or dissolution of either party, the surviving party may terminate this agreement upon notice to the inheritor of the non-surviving party.

10. **ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration in accordance with

the rules, then obtaining, of an arbitrator chosen by the defending party or agreed upon by the parties, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

11. **SEVERALABILITY.** These clauses are not severable and invalidation of any clause shall invalidate the agreement. If this agreement is invalidated for any reason, any aggrieved party shall be made whole.

12. **AUTHORITY TO SIGN.** The signers below confirm that they have authority to sign this agreement and bind their respective entities.

\_\_\_\_\_  
**Shankar S Srinivasan**  
on behalf of Resource Tepee, LLC

\_\_\_\_\_  
Licensee

Date: \_\_\_\_\_

Date: \_\_\_\_\_