



QUELL™ TECHNOLOGY LICENSE AGREEMENT CONTRACTOR

Quell Contractor Licensee:

Company Name: Cotein Fire
Address: Zuaznabar kalea, 91
20180 QIARTZUN (Gipuzkoa) SPAIN

Licensor:

Tyco Building Services Products B.V.
Kopersteden 1
7547 TJ Enschede
The Netherlands

Tyco Fire Products LP, doing business as Tyco Fire & Building Products (“TFP”), has developed and owns an innovative QUELL™ fire protection technology (referred to and further defined hereinafter as “Quell Technology”) to address high-challenge fire hazards. The Quell Technology departs from previous control mode and suppression mode approaches and instead employs a sprinkler operational area sufficient to surround and drown a high-challenge fire. Licensor has been exclusively licensed by TFP to promote and license the Quell Technology and Quell Trademarks in the Territory (as herein defined). Licensee wishes to obtain, and Licensor is willing to grant to Licensee, a limited license under the new Quell Technology on the terms and conditions set forth hereinafter.

This Technology License Agreement (“Agreement”) is a legal agreement between Licensee and Licensor. The parties contemplate or may have executed other agreements relating to the Quell Technology, including without limitation a Quell Non-Disclosure Agreement (if any) and/or a Schedule FDTQ to SprinkFDT Design Software License Agreement. Such other agreements and this Agreement may be referred to herein as the “Quell Agreements,” and collectively state the only terms and conditions under which Licensee is entitled to utilize the Quell Technology for any purpose.

1. DEFINITIONS.

- (a) “Quell Technology” means the fire protection technology to address high-challenge fire hazards that departs from previous control mode and suppression mode approaches and instead employs a sprinkler operational area sufficient to surround and drown a high-challenge fire.
- (b) “Quell System” means a fire protection system that is designed using or includes aspects of the Quell Technology and/or the Licensed Intellectual Property.
- (c) “Effective Date” shall be the date written below the signatures of the parties’ representatives hereto, identified as “Effective Date”.
- (d) “Territory” means Spain.



IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement effective as of the date set forth below.

Licensor:
Tyco Building Services Products B.V.

Licensee:
Cotein Fire

By: _____

By: _____

Name: Isa Alp

Name: _____

Title: Product Manager

Title: _____

Effective Date: 01-09-2008

**Tyco Building
Services Products**

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