

## FCC ID License Agreement

Document No : PA-201912-01

The "Agreement" made as of December 9, 2019(the "Effective Date"),

BETWEEN: PHYCHIPS Inc with office at #104, 187 Techno 2-ro, Yuseong-gu, Daejeon, Korea (Yongsan-dong, Migun Technoworld 2 ), 34025 (Hereinafter referred to as "PHYCHIPS")

AND Bluebird with office at SEI Tower 13~14F, 39, Eonju-ro 30-gil, Gangnam-gu, Seoul 06292, Korea (Hereinafter referred to as "Bluebird")

Each a "Party" and collectively referred to as the "Parties".

### 1. Purpose

PHYCHIPS is the owner of the Federal Communications Commission Identification regarding Model "RED4S"(the "Model"); FCC ID: Y3D-RED4S, and its registrations and applications (the "LICENSED FCC ID").

WHEREAS, Bluebird desires to apply to FCC for a change in ID of presently authorized equipment as specified under 47 CFR § 2.933 of the FCC rules in connection with the certification and marketing of the above referenced product(s) under the New FCC ID: SS4DR900 (the "Purpose"), and PHYCHIPS is willing to grant to the Company the right to change the LICENSED FCC ID for the same purpose, such change shall subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties, intending to be legally bound, hereto agree as follows:

### 2. Grant of License

2.1 PHYCHIPS hereby grants to Bluebird, and Bluebird hereby accepts, a nonexclusive, worldwide, royalty-free, perpetual, irrevocable license to change the LICENSED FCC ID solely in connection with the above-mentioned purpose, subject to the limitations set forth in this Agreement.

2.2 The grant of license in Section 2.1 above DOES NOT include the right by Bluebird to grant sublicense within the scope of such license to Bluebird's affiliates, including its wholly owned subsidiaries.

2.3 Bluebird shall purchase authentic Model from PHYCHIPS and use the New FCC ID only for the certification of its product(s). The New FCC ID shall be essential for the certification of the Bluebird's product(s).

### 3. OWNERSHIP AND USE OF THE LICENSED FCC ID

**FCC ID LICENSE AGREEMENT  
BLUEBIRD-PHYCHIPS**

3.1 Bluebird acknowledges that PHYCHIPS owns the LICENSED FCC ID and all rights therein and that nothing in this Agreement shall give Bluebird' any right, title or interest in or to the LICENSED FCC ID other than pursuant to the license granted hereby.

3.2 Bluebird agrees that it will do nothing inconsistent with PHYCHIPS' ownership of the LICENSED FCC ID and shall not claim adversely to PHYCHIPS, or assist any third party in attempting to claim adversely to PHYCHIPS, with regards to such ownership. Bluebird agrees that it will not challenge the title of PHYCHIPS to the LICENSED FCC ID, oppose any registration thereof, or challenge the validity of this Agreement or the licenses granted herein.

3.3 Without the prior written approval of PHYCHIPS, Bluebird is not authorized to use or change the LICENSED FCC ID in connection with any business activity unrelated to the above-mentioned Purpose.

3.4 Notwithstanding the license granted herein and any of the provisions hereof, no rights or licenses owned by PHYCHIPS are granted to Bluebird with respect to any other FCC ID and/or technical mark not listed on this Agreement hereto.

3.5 Bluebird agrees to assist PHYCHIPS in recording this Agreement with appropriate government authorities where such recording is required by law or regulation or where such recording is permitted or desired by PHYCHIPS.

3.6 All costs associated with recording this Agreement and the license granted herein shall be borne by Bluebird. All costs associate with registering, maintaining, or renewing LICENSED FCC ID shall be borne by the PHYCHIPS.

**4. Duration of License and Termination**

4.1 This Agreement and the license granted herein shall be effective as of the Effective Date, and shall be terminated pursuant to this Article 4.

4.2 In the event that Bluebird breaches any provision of this Agreement, PHYCHIPS shall have the right to terminate the license granted if (i) it has given written notice to Bluebird of such breach and (ii) such breach shall be continuing one(1) month from the date of such notice.

4.3 PHYCHIPS shall have the right to immediately terminate this Agreement, or any or all licenses granted herein, upon written notice to Bluebird in the event of a winding up, sale, consolidation or merger where Bluebird is not the survivor, or any sequestration by governmental authority of Bluebird.

4.4 Notwithstanding the termination of this Agreement, any and all license granted subject to Article 2 shall be effective and continue in full force until Bluebird ceases the manufacture, use, sale, sell, market, distribute of its products which include the Model.

**5. Warrant**

Bluebird warrants that the New FCC ID shall only be used on products which include PHYCHIPS' Model. Products with any other models inside are not approved to be certified with the New FCC ID.

**6. Miscellaneous**

6.1 Confidentiality.

Each Party shall not disclose and/or use all or any part of this Agreement and other information in relation to this Agreement (including but not limited to all trade secrets, marketing

information, price lists) for the benefit of itself or third party, without the prior written consent of the other Party. Furthermore, each Party shall not use aforesaid data and information for any purposes other than the Purpose. This confidentiality provision shall survive after the termination of this Agreement.

**6.2 Entire Agreement.**

This Agreement and any other writing signed by the Parties that specifically references this Agreement constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the Parties hereto any rights or remedies hereunder.

**6.3 Assignability.**

This Agreement may not be assigned nor transferred by either Party without the prior consent of the other Party.

**6.4 No Extension of Rights.**

All rights and obligations incurred hereunder by PHYCHIPS or Bluebird SHALL NOT extend to and be binding upon their respective domestic and international divisions, subsidiaries, other controlled companies, affiliates and related entities.

**6.5 Relationship of Parties.**

Nothing in this Agreement shall constitute or be deemed to constitute a partner, joint venture or principal and agent between the Parties for any purpose whatsoever.

**6.6 Severability.**

If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each Party shall be construed and enforced accordingly.

**6.7 Modification.**

This Agreement may be amended, modified, or supplemented only by a prior written consent by both Parties.

**6.8 Governing Law.**

This Agreement shall be construed in accordance with and governed by the laws of Korea. Any and all disputes, controversies and conflicts between the Parties in connection with this Agreement and the performance of the obligation herein shall be settled amicably by good faith negotiations within thirty (30) days after written notice of such dispute, controversy or conflict has been given by one Party to the other Party. In the event of the failure of such amicable settlement, the dispute shall be referred to and finally resolved by arbitration in Seoul, Korea in accordance with the arbitration rules of the Korean Commercial Arbitration Board. The prevailing Party of arbitration shall be entitled to recover its reasonable costs and expenses including attorney's fees and other costs incurred in the proceedings of such arbitration.

**FCG ID LICENSE AGREEMENT  
BLUEBIRD-PHYCHIPS**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by their duly authorized representatives.

Bluebird

Signature



Printed Name

Chong-Koo Park

Title

Principal Research Engineer

Date

2019.12.23

PHYCHIPS Inc

Signature



Printed Name

Jinho Ko

Title

President

Date

2019. 12. 23