



FCC ID License Agreement

This FCC ID (Federal Communications Commission Identification) License Agreement (hereinafter referred to as "Agreement") is made and entered into effect by and between **Espressif Systems (Shanghai) Co., Ltd.**, a corporation organized under the laws of the People's Republic of China, having its principal business address at Suite 204, Block 2, #690 Bibo Road, Zhangjiang Hi-tech Park, Pudong New Area, Shanghai, China (201203) (hereinafter referred to as "**Espressif**") and **bluum.life, LLC**, a corporation organized under the laws of US, having its principal business address at 789 Ocean Ave New London, CT 06320 US (hereinafter referred to as "**Company**").

Hereinafter either or both may be referred to as "Party".

RECITALS

WHEREAS, Espressif is the owner of the Federal Communications Commission Identification regarding Model "ESP32-WROOM-32D"; FCC ID: 2AC7Z-ESPWROOM32D, and its registrations and applications (the "**LICENSED FCC ID**").

WHEREAS, the Company desires to apply to FCC for a permissive change in the LICENSED FCC ID as specified under 47CFR § 2.933 & § 2.1043 of the FCC rules in connection with the certification and marketing of the above referenced product(s) under the New FCC ID: 2AT2R-FLOWERMCU (the "**Purpose**"), and Espressif 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:

ARTICLE 1 GRANT OF LICENSE

1.1 Espressif hereby grants to the Company, and the Company hereby accepts, a non-exclusive, worldwide, royalty-free license to change the LICENSED FCC ID solely in connection with the above-mentioned purpose, subject to the limitations set forth in this Agreement.



- 1.2 The grant of license in Section 1.1 above DOES NOT include the right by the Company to grant sublicense within the scope of such license to the Company's affiliates, including its wholly owned subsidiaries.
- 1.3 Company shall purchase authentic Model "ESP32-WROOM-32D" from Espressif, 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 Company's product(s).

ARTICLE 2 OWNERSHIP AND USE OF THE LICENSED FCC ID

- 2.1 The Company acknowledges that Espressif owns the LICENSED FCC ID and all rights therein and that nothing in this Agreement shall give the Company any right, title or interest in or to the LICENSED FCC ID other than pursuant to the license granted hereby.
- 2.2 The Company agrees that it will do nothing inconsistent with Espressif's ownership of the LICENSED FCC ID and shall not claim adversely to Espressif, or assist any third party in attempting to claim adversely to Espressif, with regards to such ownership. The Company agrees that it will not challenge the title of Espressif to the LICENSED FCC ID, oppose any registration thereof, or challenge the validity of this Agreement or the licenses granted herein.
- 2.3 Without the prior written approval of Espressif, the Company is not authorized to use or change the LICENSED FCC ID in connection with any business activity unrelated to the above-mentioned Purpose.
- 2.4 Notwithstanding the license granted herein and any of the provisions hereof, no rights or licenses are granted to the Company with respect to any other FCC ID and/or technical mark not listed on this Agreement hereto.
- 2.5 The Company agrees to assist Espressif 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 Espressif.
- 2.6 All costs associated with recording this Agreement and the license granted herein shall be borne by the Company. All costs associated with registering, maintaining, or renewing LICENSED FCC ID shall be borne by the Espressif.

ARTICLE 3 QUALITY PROVISIONS



- 3.1 The Company agrees that the nature and quality of all products sampled, sold, or otherwise disposed of by the Company and covered by the New FCC ID shall conform to the standards set by and under the control of Espressif (hereinafter, "**QUALITY STANDARD**"). Such QUALITY STANDARD shall be reasonable, shall be no greater than the quality standards imposed by the Company's customers in general, and shall be at least equal in quality to the products (in the aggregate) sold by the Company prior to the date hereof.
- 3.2 The Company shall, upon Espressif's reasonable request, supply samples of any products sampled, sold, or otherwise disposed of by the Company that include the New FCC ID to Espressif. Alternatively, Espressif may request the Company to assure that such products conform to the QUALITY STANDARD and, to this end, the Company shall permit reasonable inspection during business hours by an authorized representative of Espressif of the Company's facilities to inspect the Company's operations, methods of manufacture, materials used, storage and packing areas, and the like, associated with the manufacture of products that include the New FCC ID. Any inspections conducted by Espressif to ensure that the QUALITY STANDARD provided herein has been satisfied shall be at the expense of the Company.

ARTICLE 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 the Company breaches any provision of this Agreement, including but not limited to failure by the Company to comply with the QUALITY STANDARD established under Article 3, Espressif shall have the right to terminate the license granted if (i) it has given written notice to the Company of such breach and (ii) such breach shall be continuing one month from the date of such notice.
- 4.3 Espressif shall have the right to immediately terminate this Agreement, or any or all licenses granted herein, upon written notice to the Company in the event of a winding-up, sale, consolidation or merger where the Company is not the survivor, or any sequestration by governmental authority of the Company.
- 4.4 Upon the termination of this Agreement, the Company agrees to promptly discontinue all use of LICENSED FCC ID, including any changed ones.

ARTICLE 5 PROTECTION



- 5.1 The Company shall promptly notify Espressif of any and all infringements, imitations, simulations or other illegal use or misuse of the LICENSED FCC ID which come to the Company's attention. As the sole owner of the LICENSED FCC ID, Espressif shall determine whether to take any action to prevent the infringement, imitation, simulation or other illegal use or misuse of the LICENSED FCC ID. If Espressif elects not to take such action, the Company may take such action at the Company's expense if it has received Espressif's prior written approval to take such action.
- 5.2 The Company shall render Espressif reasonable assistance in connection with any matter pertaining to the protection, enforcement or infringement of LICENSED FCC ID, whether in the courts, administrative or quasi-judicial agencies, or otherwise.

ARTICLE 6 WARRANT

The Company warrants that the New FCC ID shall only be used on products which include Espressif's model stated in this Agreement. Products with any other models inside are not approved to be certified with the New FCC ID. The Company shall bear any damage, fine, or other punishments incurred by any counterfeits at its own cost and expense, and if any, reimburse the loss of Espressif pursuant to Article 7.

ARTICLE 7 PENALTY

The Company acknowledges that remedies at law may be inadequate to protect Discloser against any actual or threatened breach of this Agreement, which may result in substantial, continuing and irreparable injury to Espressif, by the Company or by its employees or any third party, and in addition to any other rights and remedies otherwise available to Espressif, the Company agrees that if the Company fails to perform its obligations as stated in this Agreement, the Company shall pay one hundred and thirty percents (130%) of all the actual loss and expected benefits to Espressif.

ARTICLE 8 MISCELLANEOUS

- 8.1 **Export.** Licensee shall not export or provide, directly or indirectly, any Confidential and Proprietary Information in furtherance of the activity contemplated by this Agreement, in any form without appropriate export authorizations from the respective state from which the Confidential and Proprietary Information will be exported.



- 8.2 **Entire Agreement.** This Agreement (including the Schedule constituting a part of 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.
- 8.3 **Assignability.** This Agreement may not be assigned nor transferred by the Company without the prior consent of Espressif.
- 8.4 **No Extension of Rights.** All rights and obligations incurred hereunder by Espressif or the Company SHALL NOT extend to and be binding upon their respective domestic and international divisions, subsidiaries, other controlled companies, affiliates and related entities.
- 8.5 **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.
- 8.6 **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.
- 8.7 **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the People's Republic of China. 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 litigation in People's Court of Pudong New District at Shanghai, China.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the day and year first above written.



(This is the signature page of FCC ID License Agreement)

Espressif Systems (Shanghai) Co., Ltd.

bluum.life, LLC

Signature:

Signature:

Printed Name:

Printed Name: JONATHAN HART WELLES

Title:

Title: CEO OF BLUUM.LIFE

Date:

Date: 7/19/19

