

LICENSE AGREEMENT
FOR _____ TECHNOLOGY

Between

And

JULY __, 2001

This Agreement (the "Agreement") is made effective as of and entered into this ____ day of July, 2001, (the "Effective Date") between A, a corporation organized and existing under the laws of the District of Columbia, U.S.A., and having a principal office at -----, and its present and future Affiliates (as defined herein) ("*A*") and B., a company organized and existing under the laws of South Korea and having its principal office at ----- and its present and future Affiliates (as defined herein) ("*B*"). A and B shall be known throughout this Agreement as a "Party" individually and as the "Parties" jointly.

W I T N E S S E T H T H A T:

WHEREAS, A has a substantial amount of technical information, know-how, experience, patents and patent applications and capability for research and development relating to flat antennas and satellite communication; and

WHEREAS, B wishes to obtain a license from A under certain A flat antenna patents to develop, manufacture and sell consumer and commercial versions of flat antennas based on technical information, inventions and patents of A, and desires to manufacture and market such flat antennas in the consumer and commercial market; and

WHEREAS, A wishes to grant such a license to B;

NOW THEREFORE, in consideration of these premises and the terms and conditions hereinafter set forth, the Parties hereto agree as follows:

ARTICLE 1

Definitions

As used in this Agreement:

1.1 "*Affiliate*" means any corporation which is a parent or subsidiary of a Party to this Agreement or a subsidiary of such parent to the extent that such corporation owns or controls fifty percent (50%) or more of the voting stock in a Party or a Party or such parent owns or controls fifty percent (50%) or more of the voting stock in such corporation.

1.2 "*Flat Antenna*" means an antenna designed for use in receiving and/or transmitting telecommunications information utilizing the A Licensed Patents or the A Licensed Improvement Patents (as defined herein)..

1.3 *"Contract Year"* means any one (1) year period commencing on the Effective Date of this Agreement and on every anniversary in any following year.

1.4 *"A Licensed Patents"* means any and all Patents listed in Appendix I attached hereto.

1.5 *"A Licensed Improvement Patents"* means a Patent issued to A on a patent application previously filed or filed by A in the U.S. or the Republic of Korea during a period of seven (7) years from the date of execution of this Agreement by the Parties, and which contains at least one claim which dominates or is dominated by any claim in a A Licensed Patent.

1.6 *"Licensed Product"* means any and all Flat Antennas and any components or parts of a Flat Antenna if either the Flat Antenna or the component, or parts (or both), utilize any inventions covered by the claims of any A Licensed Patents or any A Licensed Improvement Patent.

1.7 *"Experimental Use"* means the design, development or testing of a Licensed Product in small quantities for purposes which primarily are non-commercial and/or non-revenue producing uses.

1.8 *"Fair Market Value"* means the total consideration that would be received by B in exchange for the transfer of a Licensed Product to an unaffiliated customer in an arm's-length sale of the substantially identical Licensed Product in the same country, in the same quantity and at the same time as the transaction subject to royalty (after deduction of: (i) regular trade and quantity discounts normally allowed, (ii) official government sales, use or turnover taxes, custom duties, and (iii) costs of insurance, freight, packaging and packing (only to the extent they are expressly stated and separately invoiced or may be determined by acceptable accounting practices), but before deduction of any other items including advertising allowances and fees or commissions to agents, representatives or others); *provided, however*, that if no such sale of similar Licensed Products actually has occurred which would enable an equitable determination of the Fair Market Value, then the Fair Market Value shall be an amount not lower than the complete cost of all properly applicable direct costs and indirect expenses necessary or incidental to the sale, manufacture or distribution of such Licensed Product plus ten percent (10%) of said cost. As used in Paragraphs 1.8 and 1.9 of this Agreement, "total consideration" shall mean the sum total of the monetary and/or non-monetary compensation to be received by (a) the transferor of the Licensed Product to the end-user buyer, and/or (b) any other party receiving any compensation in connection with such transfer to the end-user buyer, and shall include any compensation received either initially or at any later time from any source or combination of sources in exchange for the transfer of the Licensed Product to the end-user buyer, *provided that*, in the event that at any stage in the chain of distribution of the Licensed Product prior to the transfer to the end-user buyer, a greater sum total of monetary and/or non-monetary compensation is received for the transfer of the Licensed Product from one stage to the next stage, the "total consideration" shall be the greatest such sum total of monetary and non-monetary compensation received for any such transfer between distribution stages.

1.9 *"Net Selling Price"* means the greater of:

(a) the total consideration actually received by B in exchange for the transfer of a Licensed Product to a customer (after deduction of (i) regular trade and quantity discounts normally allowed, (ii) official government sales, use or turnover taxes, custom duties, and (iii) costs of insurance, freight, packaging and packing (only to the extent they are expressly stated and separately invoiced or may be determined by acceptable accounting practices), and (iv) reimbursement costs for returned products, but before deduction of any other items including advertising allowances and fees or commissions to agents, representatives or others); or

(b) in all other cases, the Fair Market Value of a Licensed Product.

1.10 *"Parties"* or *"Party"* means A and/or B.

1.11 *"Patent"* means any patent or any similar form of statutory protection for technical industrial property or applications therefore resulting in a patent or statutory protection having one or more claims covering or otherwise covering one or more features of a flat Antenna, and any foreign equivalent of such patents.

1.12 *"Sales"* shall mean the aggregate number of all sales, leases or other transfers of control of a Licensed Product to an customer of such Licensed Product.

ARTICLE 2

Licenses Granted

2.1 A hereby grants to B, subject to the provisions of this Agreement, the following rights (the "License"):

2.1.1 An **exclusive** license in Korea under Korean Patent No. ----- to practice the inventions covered by the claims of A Licensed Patents and A Licensed Improvement Patents during the term of this Agreement, in the manufacture, use, lease, rental, sale or other disposition of Licensed Products by or on behalf of B.

In the countries other than Korea, B shall refrain from selling or providing any Licensed Products to any customer, distributor or other entity in any of such countries or to any other distributor or other entity, regardless of the location of such other distributor or other entity until the fifth anniversary of the Effective Date of this Agreement.

, and *except further*, that in regards to any B' sales, leases or other dispositions of Licensed Products in the

United States, B shall first inform A of its proposed arrangements for such sales, leases or other dispositions of Licensed Products and shall not commence such activities without A's prior written approval, which approval shall be given within one (1) month of B's notice and shall not be unreasonably withheld, conditioned or delayed. The licenses set forth in the preceding sentence shall apply to any Flat Antennas purchased by, leased to or otherwise acquired by or made available to B by any Affiliate, person, company or other entity, regardless of where any such Affiliate, person, company or other entity may be located. The licenses set forth in the first sentence of this Paragraph 2.1.1 shall apply to any Licensed Product made by, on behalf of or for B regardless of the location of the manufacture of such Licensed Products. The licenses set forth in this Paragraph 2.1.1 shall be personal and non-transferable, royalty-bearing as set forth herein and shall be for the term set forth herein.

2.2 The exclusive license granted in Paragraph 2.1.1, above, shall become void if and when B has NOT paid royalties to A in the previous Contract Year for the number of Flat Antennas set forth in the following Table.

Table 1. Minimum Number of Royalty-Bearing Flat Antennas to Maintain Exclusive License in Korea

Contract Year	Number of Antennas
1	20,000
2	40,000
3	60,000
4	80,000
5	100,000
6 and on	100,000

In the event that B does not pay A royalties on the number of Flat Antennas for any Contract Year set forth in the above table, the exclusive license granted in Paragraph 2.1.1 shall become a non-exclusive license as of the start of the following Contract Year, and any such non-exclusive license shall be on terms at least as favorable as those contained in any other license A might grant to any other Korean company under Korean Patent No. -----.

2.3 B shall have no right to grant rights to third parties to make, have made, use or sell Licensed Products other than the rights implied in law as a result of the sale of Licensed Products to third parties by or on behalf of B, *provided, however*, that B shall have the right to license third parties to make, have made, use, or sell Licensed Products solely for B on the condition that A is paid the same royalties

that B would have paid A if B had itself made, used or sold those Licensed Products.

ARTICLE 3

Payments

3.1 In consideration for the License granted to B under Article 2 of this Agreement, B shall pay to A: **(a)** upon the date of execution of this Agreement, a royalty on all Flat Antennas sold, leased or otherwise provided by or on behalf of B or by or on behalf of any distributor or other agent of B to or in any manner transferred to the control of any end-user buyer (hereinafter in this Agreement, "Sold") prior to the Effective Date of this Agreement; and **(b)** thereafter upon the dates set forth in Article 4.1 a royalty on each Licensed Product Sold under this Agreement. The royalties required under clauses (a) and (b) above shall be at the rate of four and one quarter percent (4.25%) the Net Selling Price of the Licensed Product .

3.3 Following the expiration of this Agreement, the royalty obligations required under Paragraph 3.1 hereof (i) shall continue in full force and effect for all Licensed Products made prior to the expiration of this Agreement, but (ii) shall cease upon the expiration of this Agreement for any Flat Antenna made after the expiration of this Agreement.

3.5 Royalty payments become due to A when Licensed Products are Sold. Each Licensed Product shall be considered Sold under this Agreement upon the first to occur of the following: (a) the customer assumes physical control of the Licensed Product; (b) the customer is billed by the transferor for the Licensed Product; (c) the Licensed Product is shipped to the customer; or (d) the customer pays for the Licensed Product. Royalty payments on Licensed Products returned for credit by an end-user buyer may be credited against royalty payments due in any period. Whenever a Licensed Product which has been returned for credit is Sold, a royalty computed from the royalty rate applicable at that time to the Net Selling Price received or to be received for such Licensed Product shall be paid thereon. In case of expiration or termination of this Agreement, all Licensed Products manufactured but not yet Sold shall be deemed as Sold on the day of such expiration or termination. Royalty payments shall be made to A at the times specified in Article 4.

3.6 Payments provided for in this Agreement, when overdue, shall bear interest starting on the date the payment was due and continuing until the date the payment is actually paid, at that prime interest rate quoted by the Wall Street Journal on the day before the original due date of payment plus two

percent (2%).

3.7 All royalties and other payments required to be made by B or an Affiliate under this Agreement shall be made by wire transfer in U.S. dollars to an account identified by A. The Parties agree that payment may be made under any other method proposed by A, provided that such method would result in no greater financial burden to B.

3.8 To the extent permitted by law, the obligation of B to make royalty payments on the sale or transfer of control of Licensed Products to an end-user buyer during the license period shall exist, whether or not one or more improvements or changes of an evolutionary or non-fundamental nature are made to any Licensed Products during the course of this Agreement.

3.9 B shall be responsible for payment of all taxes incident to the manufacture, use, lease, rental, sale or other disposition of Licensed Products by or on behalf of B under this Agreement, except that A shall be responsible for the taxes imposed on A for A's U.S. income tax liability arising out of payments made to A by or on behalf of B pursuant to this Agreement..

ARTICLE 4

Records and Reports

4.1 B shall at all times keep accurate business accounts and records showing the nature and quantities of Licensed Products Sold by or on behalf of B, and A shall have the right to require that business accounts and records be kept in accordance with reasonable business practices.

4.2 B shall render to A orderly statements showing the nature and quantities of Licensed Products Sold in writing, duly certified by an officer or by a designated representative of B. This statement shall be provided to A within thirty (30) days after the end of each calendar quarter at the following address:

A Corporation
Attn: Director of Contracts

4.3 The statement set forth in Paragraph 4.2, above, shall list (1) the types and numbers of each Licensed Product Sold during such period, including a specific identification of those put to an Experimental Use; (2) the Net Selling Price of each Licensed Product Sold during the period; (3) the Fair Market Value of each Licensed Product Sold (except for Experimental Uses) during such period; and (4) the amount of royalties payable to A during such period.

4.4 Such statements shall be accompanied by the royalty payments required by this Agreement unless such payment has previously been made by wire transfer or as otherwise agreed to by

A. Each such statement and royalty payment shall be certified in writing as accurate by an elected officer of B. B shall retain the business accounts and records applicable to any statement rendered under this Article 4 for at least four (4) years following the rendering of said statement.

4.5 A shall have the right, at its own expense, through a certified public accountant chosen by it and reasonably acceptable to B to audit, at reasonable times, but no more than once during any given six (6) month period, B's business accounts and records to determine the accuracy and correctness of the statements required under Paragraph 4.1 of this Article. Upon A's request but at B's facilities, B shall make available to said accountant the business accounts and records applicable to the manufacture, use, sale, lease or other disposition of Licensed Products by or on behalf of B under this Agreement, and in those instances where Fair Market Value may be used as the basis for royalties, such records as may be needed to determine the cost of manufacture thereof. The certified public accountant conducting such audit shall be instructed not to, and shall not, reveal to A any information relating to the business or affairs of B, other than such information as properly pertains to the matter of royalties due under this Agreement.

4.6 All design information and that portion of B's manufacturing facilities and plant which are used to produce Flat Antennas and any components thereof or Sold in conjunction therewith may be inspected by A at mutually acceptable times, from time to time, subject to a reasonable agreement protecting confidentiality of B's confidential information, solely to assure that Licensed Products are being manufactured, Sold or otherwise transferred to the control of end-user buyers within the terms of this Agreement.

4.7 B shall provide A with copies of all product literature relating to each type of Licensed Product made by or on behalf of B during the term of this Agreement. B shall provide such copies within thirty (30) days of the introduction of each new model of a Licensed Product or within sixty (60) days of the date of any significant modifications of any model of any Licensed Product. Upon A's request, B shall provide A with a copy of each Licensed Product at the time of introduction of each new type of Licensed Product or when significant modifications are made to any model of any Licensed Product.

ARTICLE 5

Secrecy and Confidence

All reports of sales and other License activities which are delivered by B to A under Article 4 of this Agreement shall be considered as confidential information of B. A agrees to use the same care and discretion to avoid disclosure, publication, or dissemination of this information as it uses with respect to confidential information of its own which it does not desire to have disclosed, published, or disseminated. The obligations set forth in this paragraph shall not apply to any B information that (i) is in A's possession as of the date of this Agreement; or (ii) is or becomes publicly available without breach of this Agreement

or any other agreement between the Parties; or (iii) is rightfully received by A from a third party; or (iv) is released for disclosure by the written consent of B; or (v) is inherently disclosed in the authorized use, lease, rental, sale, or other distribution of Licensed Products under this Agreement; or (vi) is required to be disclosed by a court of law or government agency, *provided* that B has been given prior notice and a reasonable opportunity to effect suitable protection for such information.

ARTICLE 7

Term and Termination

7.1 This Agreement shall enter into force on the date of execution hereof by the last Party to sign it. Except by mutual agreement of the Parties to terminate earlier and except for a termination pursuant to Paragraphs 7.2, 7.3, or 7.4 of this Agreement, this Agreement shall remain in force and effect for a period commencing on the Effective Date of this Agreement and continuing until the last day of the tenth (10th) Contract Year or the date of expiration of the last to expire of the A Licensed Patents or A Licensed Improvement Patents, whichever is later. Upon expiration of the term of this Agreement as set forth in the preceding sentence, B shall have a non-exclusive, non-terminable, royalty-free right and license under the rights granted in Paragraph 2.1, but B shall not have such rights if the Agreement is terminated for any other reason.

7.2 In the event of a material breach or default by B under this Agreement, A at its sole option may give B thirty (30) days written notice of its intention to terminate this Agreement and, unless B within a fifteen (15) day period after receipt of said notice shall remedy the default, all the licenses and rights granted hereunder to B shall terminate at the end of such thirty (30) day period. In the event A does not act upon a breach or default of B and terminate this Agreement, such failure to act shall not be construed as a waiver of any new breach of this Agreement.

7.3 If B shall become insolvent, or make any assignment for the benefit of creditors, or if B is adjudged bankrupt, or if a receiver or trustee of B's property shall be appointed, or if B becomes a non-surviving party to a merger or amalgamation, this Agreement shall, unless the Parties otherwise mutually agree, automatically be terminated and all licenses and rights granted to B shall terminate.

7.5 Termination or expiration of this Agreement shall not affect the obligations of B to pay A any royalties or other payments that may be due and unpaid as of the date of termination or expiration or that may become due and unpaid after the date of termination or expiration. Within sixty (60) days after the date of termination or expiration, B shall render to A a written statement of the kind required in Paragraph 4.1 hereof respecting due and unpaid royalties and shall accompany such statement with payment for the same.

7.6 Termination or expiration under Paragraphs 7.2, 7.3, 7.4 or 7.5 shall not relieve B of any obligations or liability accrued hereunder prior to the effective date of termination or expiration, including obligations of confidentiality under Article 5.

7.7 Licenses and rights of end-user buyers granted hereunder with respect to Licensed Products Sold prior to any termination or expiration of this Agreement shall survive such termination.

7.8 Except for the fully paid-up rights provided under Paragraph 7.1, nothing contained in this Agreement shall relieve B from its obligations to pay royalties for the Sale or other transfer of control of Licensed Products to end-user buyers.

ARTICLE 8

General Obligations

8.1 B agrees to mark any specified Licensed Product Sold or transferred to the control of an end-user buyer under the licenses granted herein after the Effective Date of this Agreement with either the word "***Patent***" or "***Patents***" and the number or numbers of the A Licensed Patents or A Licensed Improvement Patents applicable to such Licensed Product, or such other marking as may be required by law to act as constructive notice to all users or to maintain a patent in force. Such marking shall be as specified in writing by A and shall be made on the Licensed Products themselves.

8.2 B may place the phrase "Licensed by A Corporation" upon the back plate of each Licensed Product in a reasonable manner that shall be easily seen by any person looking at the back plate of a Licensed Product but shall not be so large or otherwise noticeable as to be more prominent than any Trademark or Tradename of B that is placed upon the Licensed Product. B shall label each Licensed Product with one or more of its own Trademarks or Tradenames in such a manner that it is clear to any person viewing the Licensed Product that it is the product of B and not of A. B shall supply photographs (in at least an eight inch by 10 inch (8" x 10") format) of the use of its own Trademarks or Tradenames and the use of the "Licensed by A Corporation" phrase on each Licensed Product Model prior to the first use of such Licensed Product in public, and A shall have the right to require reasonable changes in the use of the "Licensed by A Corporation" phrase prior to the first public use of such Licensed Product Model to conform to the requirements set forth in the first sentence of this Paragraph, *provided*, that if A has not responded to B within five (5) business days of A's receipt of such photographs, A shall be deemed to have approved of B's proposed usage of Trademarks, Tradenames and the "Licensed by A Corporation" as shown in the photographs. B shall not otherwise use the name A without the prior written approval of A. Use of the name A on any product made by B shall not be used as evidence that such product is a Licensed Product. B shall (Trademark Use Agreement). Such approval may be granted or withheld in A's sole discretion, and, if granted, shall be subject to a license agreement acceptable to A.

8.3 If A desires to purchase any Licensed Products for sale by A, and B is prepared to

manufacture on A's behalf and supply A with such Licensed Products affixing such brand or trademark as specified by A, subject to the terms and conditions to be then mutually agreed upon, a new agreement instrument governing such supply and purchase shall be executed by the Parties. B agrees that the prices, terms and conditions applicable to supply of such Licensed Products shall be no less favorable to A than those offered to any other customer purchasing substantially the same Licensed Products in similar quantities.

8.4 B recognizes that the protection of A's reputation for top-quality technology and products and the goodwill that A has developed over the years is a matter of great importance to A. B therefore agrees that in connection with any Licensed Products manufactured under this Agreement, B shall maintain quality control practices consistent with first-rate commercial practice or shall cause any Affiliate or other party manufacturing Licensed Products on its behalf to maintain quality control practices consistent with first-rate commercial practice.

ARTICLE 9

Warranty, Litigation, Indemnification and Export Control

9.1 B represents and warrants that it has full rights and authority to enter into and perform this Agreement. A represents and warrants that it has full rights and authority to enter into and perform this Agreement.

9.2 (a) A warrants that any design, manufacture, use or sale of any Licensed Products or the practice of any inventions covered by A Licensed Patents or A Licensed Improvement Patents does not infringe the patents of any third parties; *provided, however*, that if the use of A Licensed Patents or A Licensed Improvement Patents forming the basis of this Agreement results in infringement of any patent or other industrial property right of a third party and the use of such patent or other industrial property right of that third party is unavoidable for the manufacture, use or sale of Licensed Products, A shall negotiate with such other third party to acquire a license under said patent or other industrial property right

(b) A shall cooperate with B in an effort to bring, prosecute or participate in any actions or suits against third parties for infringement of any patent, including A Licensed Patents or A Licensed Improvement Patents, or

(c) Nothing in this Agreement Granting by implication, estoppel, or otherwise any licenses or rights under any patents owned or controlled by A, other than A Licensed Patents or A Licensed Improvement Patents, as defined herein.

9.4 Where necessary, each Party agrees that it shall be responsible individually for

obtaining Government clearances or otherwise complying with applicable laws or regulations of the United States or other relevant jurisdiction in exporting Licensed Products or Technical Information related thereto outside such jurisdiction including its territories and possessions.

ARTICLE 10

General Provisions

10.1 This Agreement shall be governed by the laws of----- . The Parties hereto agree that, in the event that the Parties cannot amicably resolve any dispute between them and further cannot agree upon the use of arbitration by the American Arbitration Association in -----, to resolve any dispute between them, such arbitration to be conducted in the English language, within thirty (30) days of the date upon which the dispute between the Parties arose, all claims, disputes or causes of action arising out of this Agreement shall be referred to a State or Federal court of the State of Maryland capable of exercising jurisdiction in the matter. For purposes of establishing the jurisdiction of the State or Federal Courts of the State of Maryland over the Parties to this Agreement for the resolution of any dispute between the Parties, execution of this Agreement by a Party is an acceptance of the jurisdiction of the said Courts for such purposes, and each Party specifically, irrevocably and finally waives any rights that Party may have to dispute or deny the jurisdiction of said Courts for such purposes.

10.2 The Parties will execute from time to time any confirmatory license subject to the terms of this Agreement as is necessary to enable the registration of the license rights which are acquired under this Agreement.

10.3 This Agreement embodies the entire understanding between the Parties, and there are no other agreements or understandings between them relating to the subject matter hereof, whether written or oral. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless made in writing and signed by the authorized representatives of the Parties.

10.4 The invalidity of any provision or obligation hereunder, or the contravention thereby of any law, rule or regulation of any local or national government or agency, shall not relieve either Party from its obligations under, nor deprive either Party of the advantages of, any other provision of this Agreement and such invalid provision or obligation shall be inoperative and severable from this Agreement and the remaining terms of this Agreement shall be binding upon the Parties. The Parties agree that to effect their intent, the court exercising jurisdiction over any matter under this Agreement may rewrite, alter or vary any provision found by the court to be invalid or unenforceable in such a manner as to be valid and enforceable.

10.5 Except as expressly set forth in this Agreement, both Parties shall be solely responsible for their own costs and expenses incurred prior to or pursuant to this Agreement, and neither Party shall

have any claim or cause of action against the other Party for any such costs or expenses.

10.6 B shall be solely responsible for all Damages caused by itself, its Affiliates, any Licensed Products or by its personnel, agents, consultants, contractors, or subcontractors, except where any such Damage was caused by the willful misconduct or gross negligence of A. B shall indemnify A from any costs incurred by A or any Affiliate of A in relation to any Damages suffered by A or any Affiliate of A or by the personnel, agents, consultants, contractors, or subcontractors of A or any Affiliate of A that was caused by B or by the personnel, agents, consultants, contractors, or subcontractors of the B, or for Damages suffered by the property of A or any Affiliate of A or of any such personnel, etc., caused by the agents, consultants, contractors, or subcontractors of the B, except to the extent that such Damage was contributorily caused by the willful misconduct or gross negligence of A. As used in this Paragraph, "Damages" shall include all damage to, loss of or loss of use of property, both real and personal, and all injury to or death of any human beings. "Damages" shall also include all legally cognizable categories of damages, including without limit, all direct, indirect, and consequential damages, and loss of profits, whether or not a B knew or should have known of the possibility of such damages.

10.7 Prior to production of Licensed Products and throughout the term of this Agreement, or, in the event that this Agreement is terminated for any reason, for a period of at least five (5) years commencing with the Effective Date, B shall purchase and maintain commercial general liability insurance, including product liability, effective in all countries in which B shall seek to sell Licensed Products, in the primary amount of not less than two hundred thousand dollars (\$200,000.00 US) per occurrence. Such primary insurance shall be written with a carrier or carriers reasonably acceptable to A, and A shall be named as an Additional Insured on all such insurance policies. A copy of said insurance contract(s) or a certificate of insurance for each such contract shall be provided by B to A. Such insurance contract(s) shall also provide that A shall be given prompt notice by the insurer of any failure by B to make timely payment of premiums and of any proposed modification or termination thereof.

10.8 Both Parties agree that the relationship formed by this Agreement shall consist solely of an independent contractor relationship, and that this Agreement does not establish, either expressly or by implication, any form of partnership, joint venture, corporation or any other type of business relationship between the Parties except for that of independent contractors. Neither Party shall have the authority to act on behalf of or to bind the other Party in any matter unless prior written authorization has been provided to the other Party relating to the matter in question. In the event that either Party is damaged by the actions of the other Party which were performed without the authorization required by the preceding sentence, the damaged Party shall be indemnified and held harmless from any and all costs, including reasonable attorneys fees, incurred by the damaged Party as a result of the unauthorized actions of the other Party.

10.9 This Agreement may not be assigned or otherwise transferred by B except upon the prior

written consent and approval of A, which will not be unreasonably withheld, conditioned or delayed. Any purported assignment or other transfers by B without A's written permission shall be void.

10.10 Except as otherwise provided in this Agreement, the provisions of this Agreement are for the benefit of the Parties hereto and not for any other person.

10.11 All notices or other communications required by this Agreement shall be in writing and shall be sent by courier, registered or certified mail, facsimile, or actual delivery to the proper address; in the case of a letter, the notice shall be effective seven (7) days after the registered or certified mailing date if the letter is properly addressed and postage prepaid; in the case of facsimile, the notice shall be effective on the day following the date of transmission if properly addressed and sent to the correct number; and the notice shall be regarded as properly addressed if sent to the Parties or their representatives at the following addresses, or at such different addresses as may be specified in a notice given as above:

A Corporation

B, Inc.

ATTN.: Director, Contracts and
Procurement

ATTN.: General Director

Telephone:
Facsimile:

Telephone:
Facsimile:

With a copy to:

With a copy to:

ATTN.: Associate General
Counsel

ATTN.:

Telephone:
Facsimile:

Telephone:
Facsimile:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) stated.

For *A*

For *B*.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix I

A Licensed Patents

Title:

Electromagnetically Coupled Printed-Circuit Antennas Having Patches Or Slots
Capacitively Coupled to Feedlines

A Ref: (25-E-8A)

South Korea	114,192
US	5,005,019
France	0271458
Germany	0271458
Italy	0271458
UK	0271458
Canada	1,293,563
Taiwan	29,317
Australia	600,990