

FAB365 User License Agreement

1. (Objective)

This license agreement has been executed to provide grant of the ownership and license(including the purpose of use and the area of use) for the Contents in relation to the online e-Product market place for 3D printing models (hereinafter called 'Service'), provide by FAB365 Inc. (hereinafter called 'Company'), and to provide provisions regards of the right, obligation, responsibility and other necessary items related to the copyright and usage of the Contents of the Buyers and the Sellers.

2. (Definition of terms)

(1) The definition of terms used in this agreement is as follows.

1.Member: A person or corporation that subscribed by providing his personal information to the Company, and is divided by ordinary member and designer member as follows.

①Ordinary member(hereinafter called 'Ordinary Member' or 'Buyer'): A person or corporation of 14 years old or older that may use the purchase Service provided by the Company

②Designer member(hereinafter called 'Designer Member' or 'Seller'): A person or corporation of 14 years old or older that may use the purchase Service and sale Service provided by the Company

2.Contents: 3D printing model data and its related Contents traded between the Seller and the Buyer or between the Company and Buyer through the Service provided by the Company

(2) Unless defined in the Article 1 or the Article in which the term is used, the meaning of such terms in this agreement shall be interpreted according to the general standard/common practices of transaction.

3. (Ownership of Contents)

The copyright of all Contents shall be held by the owner of copyright, and any Article in this agreement shall not be interpreted as transfer of the copyright to Buyer.

4. (Seller's grant of license to Buyer)

If the Buyer purchases any Contents through the Service, the Seller shall grant the Buyer the license for usage of the Contents from the point of purchase. The purpose and method of Buyer's usage of the Contents is as follows.

1.Use of Contents : Personal and noncommercial purpose

2.Range of usage : It is impossible to copy, distribute, exhibit, perform, broadcast, rent, dramatize, correct, edit, publicly transmit and write the derived work, inside and outside the Korea (the "Country"), and possible to read and print through 3D printer.

3. Condition of usage : It is non-transferable, non-exclusive and impossible to sublicense inside and outside the Country, and is possible to use as royalty-free.

4. Media or platform of usage : Including all kinds of medias, equipment and technology that is actually known or will be developed

5. (Sales of the printed Contents, etc)

The Buyer may print in 3D printer the Contents. Provided, the Buyer shall not sell, copy, distribute, exhibit, perform, broadcast, rent, dramatize, correct, edit, publicly transmit the printed Contents nor write the derived work, for the commercial purpose.

6. (Royalty)

The Buyer shall use the Contents in the scope and purpose of usage of Contents pursuant to this agreement, and shall not pay the other royalty unless the Buyer and the Seller execute separate agreement.

7. (Contract of Seller's giving other license to Buyer)

Notwithstanding the provisions under this agreement, the Seller and Buyer may execute separate agreement to grant the license under terms and conditions, including but not limited to the purpose of usage, the scope of usage, the media of usage and sale of the printed contents, which are not in accordance with this agreement.

8. (Role of Company)

The Company shall endeavor to take commercially reasonable measure to prevent Buyer or the third person breaching terms and conditions of license under this agreement or the separately executed agreement between the Seller and Buyer. Provided, the Company shall not be obliged to take factual or legal measure to the Member and the third person who violated the Seller's copyright or related rights, in association with all the Contents registered in Service, and shall not be obliged to indemnify such damage incurred from the infringement to the Buyer.

9. (Applicable law and competent court)

- (1) The lawsuit filed between the Company and the Buyer, or between the Company and the Seller shall be based on the law of Republic of Korea.
- (2) If any lawsuit is filed against the Company in regards of this agreement, the competent court shall be determined according to the Civil Procedure Code.

* All support requests, completed registrations and other inquiries should be sent via e-mail to sales@bertholddirect.com. Visit <http://www.fab365.net/help> for forms, answers to frequently asked questions and more.