

3D-FUTURE Data Sets Use License Agreement

Version: March 28, 2020

Reminders

Thank you for signing this 3D-FUTURE Data Sets Use License Agreement (hereinafter referred to as this "Agreement") with Tao Bao (China) Software Co., Ltd. (hereinafter referred to as "Tao Bao").

The headings placed before the clauses of this Agreement are designed to help you understand the purpose of these clauses, without prejudice to the meaning or interpretation of these clauses. In order to protect your rights and interests, it is recommended that you carefully read each and every clause.

[How to Sign] When you read and click to agree to this Agreement or sign at the end of this Agreement to accept this Agreement, it means that you have fully read, understood, and accepted the entire contents of this Agreement and reached an agreement with Tao Bao. This Agreement enters into force as of the date on which you click "Confirm" on the web page or the date you sign to accept this Agreement. When you read this Agreement, if you do not agree to this Agreement or any clause hereof, please do not sign this Agreement.

1. Contractual Parties and Scope of this Agreement

This Agreement is a license agreement between you (as a licensee) and Tao Bao (China) Software Co. with regard to your use of 3D-FUTURE data sets.

2. Contents of Data sets

Data sets in this clause mean the data sets provided by Tao Bao on Tianchi Platform and named as "3D-FUTURE", hereafter referred to as "data sets".

3. License of Data Sets

3.1. To obtain a license to use the data sets, you shall ensure that you comply with the [Tianchi Platform Service Agreement](#). In the event of any inconsistency between this Agreement and the [Tianchi Platform Service Agreement](#), this Agreement shall prevail for the use of data sets.

3.2. Tao Bao hereby grants you a [worldwide], revocable, non-exclusive, non-transferable and royalty-free license, with no right to sub-license, so that you can exercise the following rights on the data sets, but **for scientific research purpose only**:

3.2.1 Download, reproduce, use internally, modify, edit, in whole or in part, the data sets;

3.2.2 Create derivative works based on the data sets, reproduce, distribute, and disseminate the derivative works, whereas the copyright of the derivative work is owned by you.

3.3. The license you obtain under Section 3.2 of this Agreement is subject to the following restrictions. If you violate the following restrictions, the license in Section 3.2 of this Agreement will no longer apply to you:

3.3.1 You shall not commercialize the data sets;

3.3.2 You shall not distribute, disseminate or otherwise make available the data sets to any third party;

3.3.3 You shall not use the data sets, derivative works of the data sets, and the results obtained based on the data sets for commercialization or providing external services;

3.3.4 You shall specify the source of the data sets (the requirements on the page where the data sets are made available shall prevail) when disclosing the research results you obtained based on the data sets to others or when you provide the derivative works of the data sets to others;

3.3.5 You shall not remove this license agreement, and shall cause your licensee to comply with this Agreement when you provide the derivative works of the data sets to others;

3.3.6 You shall not remove the copyright notice in the data sets;

3.3.7 You shall not file a lawsuit against Tao Bao or its affiliates for anything relating to usage of the data sets.

4. Disclaimer

4.1. The data sets are provided to you by Tao Bao on an "As Is" basis, and Tao Bao disclaims any express or implied warranty or liability for the data sets. Tao Bao expressly states that it does not provide the following warranties and assumes no liabilities related thereto: warranties on merchantability and fitness for a particular purpose, no potential or possible defects, accuracy, and non-infringement on the intellectual property rights of any third party.

4.2 Tao Bao is not liable for any indirect damages, loss of profits, loss of undistributed profits, loss of expected income, or any exemplary, punitive, special or consequential damages caused by the data sets or this license, even if advised of the possibility of such damages.

5. Indemnification

You shall indemnify, defend and hold harmless Tao Bao and its affiliates, their directors, employees and representatives, from and against any and all claims arising out of your use of the data sets.

6. Term and Termination

6.1. This Agreement is valid for the duration of the rights to the data sets, but Tao Bao reserves the right to terminate this Agreement at any time. Tao Bao can terminate this Agreement by a 7 days' notice posted on the Tianchi platform (<https://tianchi.aliyun.com/specials/promotion/alibaba-3d-future>).

6.2. If you violate any of the clauses of this Agreement, your rights under this Agreement will be

automatically terminated.

6.3 Sections 4-6 of this Agreement shall survive the termination of this Agreement.

Licensee Name (print): _____

Licensee' s contact (Email): _____

Licensee' s Affiliation: _____

Licensee' s Signature: _____

Date: _____