
Online Access Service License Agreement

PATTERN

The Customer: _____

Kompass: **Kompass Books Ltd.**

PATTERN Online Access - License Agreement

This agreement (“**Agreement**”) is entered into as of _____, 2010 by and between “**the Customer**”, and Kompass Books Ltd., 10F.-3, No.880, Zhongzheng Rd., Zhonghe Dist., New Taipei City, 23452 Taiwan (**Kompass**).

WHEREAS, Kompass has acquired the rights to display the content in digital format and other works in electronic format, to promote and distribute the works, and Kompass provides this acquired content as an electronic library service, hosting and managing the content and other materials over the Internet.

In consideration of the mutual covenants and obligations set forth, the parties agree as follows.

Definitions: Terms defined within this Agreement have the respective meanings attributed to them throughout this Agreement.

“**Content**” mean the various image and other works in which Kompass makes available thru the platform.

“**User(s)**” refers to the Individual subscribed user; the University user(s) includes the faculty, students, staff, visiting scholars that the Customer has reasonably authorized to directly or remotely access the Customer’s systems and content; the Company user(s) refers to the staff of the organization.

Article 1 Attribution of Rights

1. Kompass hereby grants to the Customer, for the limited number of designated Users, as specified, a non-exclusive, non-transferable license to access and use the applicable PATTERN site(s) under the terms described in this License agreement.

2. Use Restrictions. Users shall be permitted to display, and subject to individual image restrictions; the ability to download, copy, or print out, for the Users' own personal, scholarly, educational, research use or business presentation of Contents from the applicable PATTERN site(s) accessed hereunder. Neither Customer nor any Users are prohibited to replicate the site in any form that are used to other users or parties to copy, transmit, rent, lend, sell or modify any materials or Content from any PATTERN site(s) or modify or remove any proprietary notices contained therein, or create derivative works based on materials therefrom without written permissions. Kompass reserves the right to automatically suspend the access of any User, if at any time any User downloads or prints out a portion of any individual title in violation of any usage restriction imposed by the applicable PATTERN site(s) or the applicable PATTERN site(s) accessed hereunder. Neither Customer nor any Users may disseminate any portion of any title or the applicable PATTERN site(s) accessed hereunder through electronic means, including mail lists or electronic bulletin boards and agrees not to restrict or inhibit any other User's access to, or use of, the applicable PATTERN site(s) accessed hereunder. Please refer to the Image Download Licence Agreement for further information

Article 2 Intellectual Property Right and Protection

All of the www.designptc.com Content is either the property of Kompass or is licensed to Kompass and is protected by copyright and other intellectual property laws. The Customer shall honor all reasonable requests by Kompass to protect Kompass's proprietary interests in the applicable PATTERN site(s). Except for the limited rights in Article 1 attributed to the Customer herein, all rights in the PATTERN site(s) are reserved by Kompass.

1. The database copyright and intellectual property right under the Agreement shall be attributed to the database development unit, that is, Kompass. Kompass warrants that the database satisfies all national laws, regulations and policies regarding intellectual property right.
2. The Customer shall protect and respect the intellectual property right of database. The Customer shall not process illegal copy, decryption, distribution, assignment, production and sales in any manner.
3. It will be considered infringement to copyright of database if the Customer violates preceding provisions or relevant national regulations. Kompass is entitled to terminate the Agreement and online service immediately and also investigate The Customer's legal liabilities. The Customer shall pay Kompass the penalty with amount equal to license fee and compensation for other losses.

Article 3 NO WARRANTIES / LIMITATIONS ON LIABILITY.

The PATTERN site and all materials contained therein are provided on an "as is" basis. Kompass makes no guarantees or warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose or use as to any such site or the

information therein or any warranties as to the accuracy, completeness, currentness, or results to be obtained from, accessing and using any of the PATTERN sites or Content, or any material which can be accessed (via a direct or indirect hyperlink or otherwise) through any such site or as to non-infringement of third party rights. Any warranties of any kind, whether express or implied, are disclaimed. Any material or data obtained through use of any of the PATTERN sites is at the Licensee's and their Users' own discretion and risk and Licensee understands that it will be solely responsible for any resulting damage to its computer system or loss of data or any other damages it may incur through any use whatsoever of any Kompass site(s) or Content. In no event will Kompass be liable for any indirect, special or consequential damages, whether in contract, tort, and strict liability or otherwise and whether or not such damages are foreseen or unforeseen with respect to any use of any of the PATTERN sites or the Content contained within them.

Article 4 General Conditions & Terms

1. Updates, Enhancements and Technical Support. Kompass has the right to revise or update the applicable PATTERN site(s) accessed hereunder, but revisions or updates, as well as technical support for such applicable PATTERN site(s), will be provided to Customer only if a properly signed license agreement for such site(s) has been returned by Customer and is on file and Customer has paid all applicable fees. It is acknowledged by the Customer that they must provide initial support for their users and Kompass and its Distributor will provide training to the nominated representatives of the Customer to fulfill this function. Secondary support will be handled by the Distributor who will provide customer

service support and who will be responsible for forwarding any problems that they cannot solve onto Kompass.

2. Confidentiality. It is agreed between the parties that all terms of this agreement and in particular all commercial terms with regards to pricing and licensing arrangements will remain confidential at all times and Licensee and Kompass agree to limit circulation of this agreement and of any information regarding such terms within their respective organizations to only those parties who have a specific right or need to know.

3. This License constitutes the entire agreement between Licensee and Kompass Books Ltd. relating to the applicable Content accessed and supersedes any and all other agreements, oral or in writing, with respect to this PATTERN site(s). This License may be modified only by a written instrument signed by both parties. The failure of Kompass to insist upon strict compliance with any term of this License shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision. Licensee may not assign any rights or obligations of this License. If any provision in this License is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

4. Authorization to Negotiate. The signatory of this Agreement warrants that the Company or Institution's population of authorized users has been accurately presented to Kompass. The signatory of this Agreement represents and warrants to Kompass that he/she has the power and authority to execute this Agreement on behalf of the Corporation or Institution, which agrees to be bound by all terms contained herein.

5. Interpretation. The headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

6. Applicable Law, Jurisdiction and Severability. The Terms of this License Agreement will be governed by and construed in accordance with the laws of the Republic of China. If for any reason a court of competent jurisdiction finds any provision or portion of this License Agreement to be unenforceable, the remainder of the License Agreement will continue in full force and effect. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by KOMPASS.

By

The Customer:

Kompass: Compass Books Ltd.

Address:

Address: 10F.-3, No.880, Zhongzheng Rd.,
Zhonghe Dist., New Taipei City,
23452 Taiwan

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

TEL: _____

TEL: +886-2-2926-6006

FAX: _____

FAX: +886-2-2231-7711