

## End User License Agreement (EULA) for Software

Version: February 25th, 2016

### 1. ACCEPTANCE OF TERMS

**IMPORTANT: READ THIS ENTIRE EULA CAREFULLY. THIS IS A LEGAL DOCUMENT UNDER WHICH YOU HAVE CERTAIN LEGAL RIGHTS AND OBLIGATIONS. CERTAIN CAPITALIZED TERMS ARE DEFINED IN SECTION Error! Reference source not found. OF THIS EULA**

This EULA only covers parts of the Software which are not subject to an open source software or other third-party license (collectively, "Third-Party Licenses"). See Section **Error! Reference source not found.** for additional information regarding Third-Party Licenses.

THIS EULA IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A COMPANY OR OTHER ORGANIZATION) ("YOU") AND ROBERT BOSCH TOOL CORPORATION (REFERRED TO HEREIN AS "BOSCH") CONCERNING YOUR ACCESS TO AND USE OF THE SOFTWARE. BOSCH PROVIDES THE SOFTWARE TO YOU IN EXCHANGE FOR YOUR PURCHASE OF THE PRINTER.

THIS EULA REQUIRES **BINDING ARBITRATION** TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THE EULA OR YOUR ACCESS TO OR USE OF THE SOFTWARE, AND YOU AGREE THAT **ANY SUCH DISPUTE OR CLAIM WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR ARBITRATION.** PLEASE REVIEW SECTION **Error! Reference source not found.** CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS EULA OR YOUR ACCESS TO OR USE OF THE SOFTWARE.

PLEASE REVIEW THIS EULA CAREFULLY. BOSCH MAY, AT ITS DISCRETION, UPDATE THIS EULA AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. YOU CAN REVIEW THE MOST CURRENT VERSION OF THIS EULA AT [HTTPS://3DPRINTER.DREMEL.COM](https://3dprinter.dremel.com). YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS EULA, INCLUDING ANY UPDATES POSTED AT THE URL SPECIFIED IN THE PRECEDING SENTENCE OR OTHERWISE COMMUNICATED TO YOU. BY CLICKING ON THE "ACCEPT" BUTTON OR DOWNLOADING, UPLOADING, INSTALLING, ACCESSING OR USING THE SOFTWARE IN ANY WAY, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA.

IF YOU ARE UNDER 18 YEARS OF AGE OR THE AGE OF MAJORITY IN YOUR JURISDICTION, WHICHEVER IS GREATER, YOU MUST HAVE A PARENT OR GUARDIAN REVIEW THIS EULA AND ACCEPT ITS TERMS ON YOUR BEHALF. YOU REPRESENT AND WARRANT THAT YOU ARE: (A) AT LEAST 18 YEARS OF AGE OR THE AGE OF MAJORITY IN YOUR JURISDICTION, WHICHEVER IS GREATER; AND (B) OF LEGAL AGE TO FORM A BINDING CONTRACT.

## 2. HOW TO AVOID BECOMING BOUND BY THIS EULA

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS EULA, AND YOU WILL NOT BE ABLE TO COMPLETE THE SETUP OR INSTALLATION PROCESS. HOWEVER, IF YOU DO SO THE PRINTER WILL NOT OPERATE OR WILL HAVE OUT-OF-DATE SOFTWARE. IF THIS IS A NEW PURCHASE, YOU CAN RETURN THE PRINTER TO THE SELLER FOR A REFUND. IF YOU ARE UPGRADING THE SOFTWARE, YOU MAY CONTINUE TO USE THE CURRENTLY INSTALLED VERSION OF THE SOFTWARE UNDER THE TERMS OF THE EULA APPLICABLE TO THAT VERSION, BUT THE PRINTER MAY MALFUNCTION OR STOP FUNCTIONING, AND BOSCH WILL NOT BE LIABLE FOR SUCH RESULTS.

## 3. GRANT OF LICENSE AND RESTRICTIONS

A. Your Authorized Use of the Software: Subject to Your compliance with this EULA in all material respects:

(1) If You are an individual person, Bosch grants You a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable license to (a) install and use the Software, in object code form only, for the Purpose on a Printer that You own; (b) download updates to the Software from the [www.Dremel3D.com](http://www.Dremel3D.com) website and install and use such updates for the Purpose on a Printer that You own; or

(2) If You are a company or any other type of organization, Bosch grants to You the right to designate one individual person within Your organization to have the nonexclusive right to exercise the rights set forth in Section **Error! Reference source not found.** In this EULA, the term “You” means Your designee if You are an entity.

B. Restrictions on Your Use of the Software: The Software or its components may be used only as expressly authorized in this EULA, and in no other way. You expressly agree **not** to:

- (1) use the Software to operate the Printer:
  - (a) in any way other than for the Purpose;
  - (b) with any materials not approved by Bosch;
  - (c) to make, use, lend, or sell any dangerous, hazardous, or restricted Objects, including the Forbidden Items;
  - (d) to make any Objects for use in connection with any High-risk Activities;
  - (e) to make any Objects protected by Intellectual Property Rights owned by third parties, without such third parties’ permission;
  - (f) in any way contrary to the U.S. Export Controls Law and Regulations (see Section **Error! Reference source not found.**); and/or

found.;

- (g) to make any illegal Objects or to make any Objects to be used for illegal purposes;
- (2) use the Software itself:
  - (a) in any way prohibited by Section **Error! Reference source not found.**;
  - (b) to make any Digital Models that infringe any Intellectual Property Rights owned by third parties, transmit by any means or otherwise provide any such Digital Models to any other person, cause any such Digital Models to be 3D printed by any other person, or 3D print any such Digital Models using the Printer or any other device;
- (3) copy (other than once in the process of installing the Software or downloading updates, and once for back-up purposes), distribute, rent, lease, loan, assign, or sublicense all or any portion of the Software;
- (4) reverse engineer, decode, decompile, disassemble or otherwise attempt to access or derive the source code or architectural framework of the Software, except as permitted by applicable law;
- (5) modify in any way or prepare Derivative Works of the source or object code of the Software;
- (6) provide a copy of the Software to anyone who is not bound by this EULA, or permit, allow, or authorize any other person or entity who is not bound by this EULA to use the Software;
- (7) permit, allow, or authorize the Software to be used by any other person or entity to make, use, lend, or sell a Forbidden Item, or in any way other than as authorized by Section **Error! Reference source not found.** of this EULA, or in any way contrary to the restrictions and responsibilities set forth in Sections **Error! Reference source not found.**, **Error! Reference source not found.**, and **Error! Reference source not found.**;
- (8) combine or integrate, or permit any other person or entity to combine or integrate, the Software with any computer program, server, system, network, website, and/or data, or use the Software to combine or integrate the Printer with any computer program, server, system, network, website, and/or data, without Bosch's express prior written permission;
- (9) use or permit any other person to use the Software in any way that competes with Bosch's products or services, except as expressly permitted by applicable law; and/or
- (10) attempt to transfer Your rights under this EULA, or delegate Your obligations under this EULA, without Bosch's express prior written permission.

C. Using the Software for Safe Operation of the Printer: You agree that:

(1) You have read and You understand the Printer Operating/Safety Instructions and General Safety and Use Warnings (contained on pages 2-5 of the Operating/Safety Instructions, which are packaged with the Printer);

(2) You agree to abide by the Operating/Safety Instructions when using the Software, and You understand that failure to abide by the Operating/Safety Instructions could result in fire, property damage, serious personal injury, or death; and

(3) You agree that if You create small or sharp Objects using the Software, or use the Software to operate the Printer to create small or sharp Objects, You will keep all such Objects away from young children.

#### 4. YOUR ASSUMPTION OF RISK AND INDEMNIFICATION OF BOSCH

If You use the Software in any way other than as authorized by Section **Error! Reference source not found.** of this EULA, in any way contrary to the restrictions or responsibilities set forth in Sections **Error! Reference source not found.**, **Error! Reference source not found.**, and **Error! Reference source not found.**, or after termination of this EULA, You recognize and agree that YOU DO SO AT YOUR OWN RISK AND HEREBY ASSUME ALL LIABILITY AND ASSUME ALL RISK OF DOING SO, AND ALL LIABILITY RESULTING FROM SUCH USE. Accordingly, Bosch DISCLAIMS any and all liability for, or resulting from, use of the Software in any way other than as authorized by Section **Error! Reference source not found.**, or in any way contrary to the restrictions or responsibilities set forth in Sections **Error! Reference source not found.**, **Error! Reference source not found.**, and **Error! Reference source not found.** of this EULA, whether arising under contract, warranty (including breach of the warranty of merchantability or fitness for a particular purpose), or tort (including negligence or strict liability), or any other theory of liability. You agree to indemnify and to hold Bosch and its parent and subsidiaries harmless from and against any and all claims, demands, liabilities, damages, losses, expenses, judgments, amounts paid in settlement, and attorneys' fees and costs arising from (1) Your use of the Software in any way other than as authorized by Section **Error! Reference source not found.**, or in any way contrary to the restrictions and responsibilities set forth in Sections **Error! Reference source not found.**, **Error! Reference source not found.**, and **Error! Reference source not found.**, and (2) Bosch's enforcement of this EULA against You.

#### 5. CONFIDENTIALITY OF THE SOFTWARE

You acknowledge and agree that parts of the source code for the computer programs underlying the Software are a Bosch trade secret. You agree that any efforts by You to reverse engineer, decode decompile, disassemble or otherwise attempt to access or derive the source code or architectural framework of the Software, or any other efforts to learn the contents of such source code, could result in Your access to or knowledge or disclosure of such trade secrets without Bosch's permission, and that such access, knowledge, or disclosure could violate Bosch's trade secret rights and cause Bosch immediate and irreparable injury, entitling Bosch to obtain a preliminary and/or permanent injunction against You.

#### 6. TERMINATION OF THIS EULA

This EULA is effective and binding until terminated. You may terminate this EULA at any time by returning, destroying, erasing, and/or deleting all copies of the Software, in their entirety, that are in your custody or control. This EULA shall automatically terminate immediately and without notice to You if You fail to comply with any of the terms and conditions of this EULA. In such event, You must return, destroy, erase, and/or delete all copies of the Software, in their entirety, that are in your custody or control. Bosch may have other legal rights upon such termination, which it reserves and does not waive. Upon termination of this EULA by either You or by Bosch, You will not be entitled to receive any reimbursement of all or any portion of the purchase price of the Printer. Sections **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.**-**Error! Reference source not found.** of this EULA shall remain effective and binding upon You after termination of this EULA. The survival of such sections after termination of this EULA does not give you any right to use the Software in any way after such termination.

## 7. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

### A. Bosch's Rights

(1) The Software is licensed to You by Bosch, not sold. All physical and electronic copies of the Software (including copies made by You as permitted by this EULA) remain the sole property of Bosch.

(2) The Software and Printer are protected by U.S. and foreign laws and treaties relating to Intellectual Property Rights. Bosch and its licensors own all Intellectual Property Rights in the Software and Printer.

(3) As a condition for being licensed to use the Software under this EULA, You agree not to remove from the Software or the Printer any statement or notice regarding Intellectual Property Rights, any other notices included or affixed by Bosch, or Bosch's name or trademarks or any other copyright holder.

(4) You acknowledge that the DREMEL and BOSCH names, trademarks, logos, and icons appearing in or on the Software or the Printer are owned by Bosch. You may not use such names, trademarks, logos, or icons in any way. You may not refer to the Software in any way that implies that it was created or originated by You, or that You have any rights relating to the Software other than the rights expressly set forth in this EULA.

### B. Third Party Rights

(1) The Software is intended to operate the Printer for 3D printing Objects from Digital Models that You create or own, or have the right to print using the Printer. You acknowledge and agree that when using the Software for the Purpose, it is Your responsibility to ensure that You do not infringe any Intellectual Property Rights owned by any third party, or violate any applicable laws or regulations, such as U.S. or foreign Intellectual Property Laws.

(2) You acknowledge and agree that the use of the Software to operate the Printer to do any of the following may require the permission of third parties:

(a) to make a duplicate, facsimile, or derivative (in whole or in part) of any Object not created by You;

(b) to make an Object from a Digital Model You do not own; or

(c) to make an Object from a scan of an Object that You did not create.

(3) You acknowledge and agree that it is Your responsibility to obtain permission to make Objects protected by Intellectual Property Rights owned by third parties. In some cases, You may not be able to obtain such permission. Where such permission cannot be obtained, You should not 3D print such Objects, and You acknowledge and agree that You will not do so, or that You do so at Your own risk.

(4) You acknowledge and agree that using the Software to operate the Printer to make Objects that infringe any Intellectual Property Rights owned by third parties could result in civil or criminal prosecution and penalties, and You could be liable for money damages, fines, or imprisonment.

## 8. SOFTWARE PROVIDED BY OTHERS

A. Third-Party Software. The Printer may be packaged with, and the Software may include, software provided by third parties. Software provided by third parties may also be made available on the [www.Dremel3D.com](http://www.Dremel3D.com) website. Bosch is not responsible for such third-party software, which is governed by separate terms and conditions, not this EULA. You should review the applicable terms and conditions before accessing or using such third-party software.

B. Open Source Software. The Software may include open source software components. For information about such components, please review information provided on the Printer or visit [www.Dremel3D.com](http://www.Dremel3D.com) website.

## 9. U.S. EXPORT CONTROLS LAWS AND REGULATIONS

The Software is subject to U.S. Export Administration Regulations (“EAR”). Accordingly, You agree to comply with the EAR prior to exporting the Software from the United States or re-exporting the Software from one foreign country to another, including obtaining the necessary authorizations to the extent required.

All Digital Models, and/or all Objects 3D printed using the Software or Digital Models, or portions thereof created or printed in the United States, are subject to either the EAR or the International Traffic in Arms Regulations (“ITAR”), depending on the nature of the Digital Model or Object. Accordingly, You agree to comply with the EAR or ITAR, as applicable, prior to exporting such models or Objects from the United States, including obtaining the necessary authorizations to the extent required.

All Digital Models, and/or all Objects 3D printed using the Software or Digital Models or portions thereof that are created or printed outside of the United States may be subject to either the EAR or ITAR, depending on the nature of the Digital Model or Object. Accordingly, You agree to comply with either the EAR or ITAR prior to exporting or re-exporting such Digital Models or Objects from locations outside the United States, including obtaining the necessary authorizations to the extent required.

YOU ACKNOWLEDGE AND AGREE THAT YOUR OBLIGATIONS TO COMPLY WITH THE U.S. EXPORT CONTROLS LAWS AND REGULATIONS ARE INDEPENDENT OF AND SURVIVE THE TERMINATION OR EXPIRATION OF THIS EULA.

**10. DISCLAIMER OF WARRANTIES AND DISCLAIMER OF ALL LIABILITY CONCERNING FORBIDDEN ITEMS**

A. BOSCH REPRESENTATIONS AND WARRANTIES: THE SOFTWARE IS SUBJECT TO THE DREMEL™ CONSUMER LIMITED WARRANTY FOR THIS PRODUCT. EXCEPT AS PROVIDED IN SUCH DREMEL™ CONSUMER LIMITED WARRANTY, THE SOFTWARE IS PROVIDED AND LICENSED “AS IS”, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BOSCH DISCLAIMS:

(1) ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED REPRESENTATIONS AND WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION, OR DATA ACCURACY WITH REGARD TO THE SOFTWARE; AND

(2) ANY AND ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE CONTENTS, PERFORMANCE, OR RESULTS OF USE OF THE SOFTWARE, OR THAT THE SOFTWARE WILL BE ERROR OR VIRUS FREE.

B. BOSCH'S DISCLAIMER OF LIABILITY FROM YOUR CREATION OF FORBIDDEN ITEMS: Your creation of Forbidden Items in violation of this EULA may cause severe personal injury or death, and/or expose You to serious consequences, including civil or criminal liability. You acknowledge and agree that Bosch does not supply the Software to create any Forbidden Item and does not expose itself to the risk of any loss, expense, liability, and/or potentially adverse judgment in relation to Your creation of any Forbidden Item. Accordingly, Bosch **DISCLAIMS** any and all liability for, or resulting from, the creation of any Forbidden Item, whether arising under contract, warranty (including breach of the warranty of merchantability or fitness for a particular purpose), or tort (including negligence or strict liability), or any other theory of liability.

C. RISK: THE ENTIRE RISK AS TO THE PERFORMANCE AND RESULTS OF USING THE SOFTWARE IS ASSUMED BY YOU, as set forth in more detail in Section **Error! Reference source not found.**

D. POSSIBLE OTHER RIGHTS: YOU MAY HAVE OTHER LEGAL RIGHTS, WHICH MAY VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

E. NO LIABILITY FOR DAMAGES OR INJURY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BOSCH BE LIABLE FOR ANY CLAIM OF ANY KIND, OR FOR ANY DAMAGES OR INJURY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY ACTUAL, DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, DAMAGES OR INJURY BASED ON ANY THIRD PARTY CLAIMS OF ANY KIND, OR FROM ANY LOSS OF BUSINESS, REVENUE, PROFITS, SAVINGS, BUSINESS INTERRUPTION, PROGRAM ERRORS, UNAVAILABILITY OR

INTERRUPTION OF OPERATIONS, LOSS OF ANY DATA OR BUSINESS INFORMATION, LOSS OF PROGRAMS OR EQUIPMENT, FAILED OBJECTS CREATED WITH THE SOFTWARE AND/OR THE PRINTER, OR ANY OTHER LOSS) ARISING OUT OF THIS EULA OR THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE PRINTER, EVEN IF BOSCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/ JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

F. YOUR REMEDIES: BOSCH'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY AGAINST BOSCH UNDER THIS EULA OR RELATING TO THE USE OF THE SOFTWARE SHALL NOT EXCEED THE PRICE YOU PAID FOR THE PRINTER.

## 11. APPLICABLE LAW

If You acquired the Software in the United States, this EULA shall be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws and the laws of the State of Illinois, without regard to conflict of laws principles. If You acquired the Software outside the United States, the Software will be considered acquired in the United States and this EULA shall be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws and the laws of the State of Illinois, without regard to conflict of laws principles, except to the extent that any laws of the country in which You reside expressly require their application to this EULA. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this EULA.

## 12. DISPUTES UNDER THIS EULA

A. Arbitration: Regardless of where You acquired the Software, ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS EULA OR YOUR ACCESS TO OR USE OF THE SOFTWARE OR PRINTER, INCLUDING THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THIS EULA, SHALL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. Any such arbitration shall be conducted in accordance with the following requirements:

- (1) the arbitration shall be conducted by the American Arbitration Association (AAA) under its then-applicable rules, including (as appropriate) its Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at <http://www.adr.org/>;
- (2) the arbitration shall be conducted in the English language;
- (3) the parties shall select a single arbitrator, or, if the parties cannot agree on an arbitrator, the parties agree to allow the American Arbitration Association to select the arbitrator;
- (4) as a condition for his or her engagement, the arbitrator shall agree to provide a reasoned written decision, which shall be final and binding; and

(5) judgment consistent with such decision may be entered by any court with appropriate jurisdiction.

B. CLASS ACTION WAIVER: ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS EULA OR YOUR ACCESS TO OR USE OF THE SOFTWARE OR PRINTER, INCLUDING THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THIS EULA, SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR ARBITRATION.

C. LIMITED COURT ACTION: IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, EACH OF THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS (CHICAGO) OR, IF FEDERAL JURISIDCTION IS NOT AVAILABLE, IN A COURT OF COMPETENT JURISDICTION IN COOK COUNTY, ILLINOIS. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, FORUM *NON-CONVENIENS* OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH PROCEEDING. Notwithstanding anything to the contrary, each of the parties may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect such party's Intellectual Property Rights, whether in aid of, pending or independently of the resolution of any dispute pursuant to the arbitration procedures set forth above.

### 13. CONTACTING BOSCH

If You have any questions concerning this EULA, or if You desire to contact Bosch for any reason, please write: Dremel Service Center, P.O Box 081126, Racine, WI 53408-1126.

### 14. MISCELLANEOUS

A. Severability: If any provision of this EULA is declared void, invalid, or unenforceable by the court of last resort having proper jurisdiction, such provision shall be deemed severed from this EULA, which shall otherwise remain in full force and effect. However, if in Bosch's opinion the severance of such provision would frustrate the purpose of this EULA, then Bosch may terminate this EULA.

B. Waiver: The waiver of any particular breach or of any particular act or omission of noncompliance with any requirement of this EULA shall not constitute a waiver of any other breach or act or omission of noncompliance with any requirement of this EULA.

C. Entire Agreement: This EULA contains the entire agreement between You and Bosch relating to the Software and supersedes all prior or contemporaneous written or oral representations, warranties, communications, proposals, or agreements relating to the Software, except the Operating/Safety Instructions and the Dremel™ Consumer Limited Warranty. No attempt to modify the terms of this EULA by you shall be binding upon Bosch unless it is in writing signed by an authorized representative of Bosch.

### 15. DEFINITIONS OF TERMS USED IN THIS EULA

In this EULA, the following terms shall have the meanings set forth below:

A. “Derivative Works” means any original work of authorship based upon one or more pre-existing versions of all or any portion of the Software, any enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation, or any other form in which such preexisting work may be recast, transformed, or adapted. For purposes of this definition, the term “Derivative Work” shall include any and all (1) changes made to the Software or any portion thereof, including without limitation corrections, additions, updates, enhancements, and modifications; (2) translations of the Software or any portion thereof, including without limitation translations of the Software or any portion thereof into other machine languages, for use on other operating systems, or for use on other equipment; (3) computer programs created from all or any portion of the Software, regardless of the functionality of such programs as compared to the functionality of the Software; and (4) computer programs, program code, or functions that do not form part of the Software, but which make a direct call on the Software, or any portion of it, or any derivative of the Software.

B. “Digital Models” means (1) three-dimensional digital representations of Objects, however created, and/or (2) computer files, source code, instructions, and/or data for 3D printing such digital representations, regardless of their format.

C. “Forbidden Item(s)” means (1) dangerous, hazardous, restricted, or illegal items or instrumentalities, such as guns or other firearms, or other weapons of any kind whatsoever; (2) any product intended for human consumption; (3) any product intended for use with candles, liquid fuels, or other heat sources; or (4) any product intended to prepare, store, serve, or cook chemicals, food, or beverages.

D. “High-risk Activities” means activities where the risk is such that fail-safe performance is required and the failure of equipment could lead directly to death, personal injury, or severe physical or environmental damage, for example, medical equipment, weapons systems, motor vehicle equipment, aircraft equipment, skydiving equipment, equipment to protect the human body (such as bicycle helmets), or fire extinguishers or alarms.

E. “Intellectual Property Rights” means U.S. and foreign (meaning anywhere in the world) (1) utility and design patents and patent applications, design applications, utility models and applications, patents, registrations, or other similar rights issuing from such applications, or continuations, continuations-in-part, or divisions thereof, reissues, reexaminations, or extensions of such patents, registrations, or other rights, and any inventions or invention disclosures; (2) copyrights, copyright registrations and applications, copyrightable works of authorship covered by such registrations and applications, and all other works of authorship, whether registered or not, and all renewals, extensions, and Derivative Works thereof; (3) trademarks and service marks, whether registered or unregistered, trademark and service mark applications, registrations, and rights, and associated goodwill; (4) confidential information, software, trade secrets, know-how, and other proprietary information, and all tangible and intangible embodiments thereof; (5) data and database rights; (6) design rights; and (7) all other intellectual property rights or equivalent forms of protection of whatever nature arising anywhere in the world.

F. “Object” means any physical item or items that you create in whole or in part using the Printer or assemble from elements created in whole or in part using the Printer.

G. “Operating/Safety Instructions” means the Operating/Safety Instructions packaged with the Printer, or the version of such instructions posted at [www.Dremel3D.com](http://www.Dremel3D.com), whichever is more up to date. The most up to date version of such instructions is available at [www.Dremel3D.com](http://www.Dremel3D.com).

- H. "Printer" means the Dremel 3D40 3D printer.
- I. "Purpose" means the use of the Software to:
- (1) create or modify Digital Models in accordance with the Operating/Safety Instructions and this EULA; or
  - (2) operate the Printer in accordance with the Operating/Safety Instructions and this EULA to 3D print Objects from Digital Models: (a) pre-loaded onto the Software or the Printer at the factory, (b) downloaded from [www.Dremel3D.com](http://www.Dremel3D.com); or (c) that You create or own, or have the right to print using the Printer.

As specified in the Operating/Safety Instructions, any use of the Software to make (i) any product for human consumption, (ii) any product intended for use with candles, liquid fuels, or other heat sources, (iii) any dangerous, hazardous, or restricted instrumentalities, such as guns, firearms, or other weapons, or (iv) any product intended to prepare, store, serve, or cook chemicals, food, or beverages, is potentially dangerous, forbidden, and contrary to the "Purpose" of the Software and is excluded from the Purpose.

The "Restrictions on Your Use of the Software" set forth in Sections 4.B of this EULA are not part of the Purpose and are excluded from it.

- J. "Software" means:
- (1) any Digital Models packaged with the Printer, for use on the Printer;
  - (2) any Digital Models pre-loaded into the Printer in software or firmware form at the factory;
  - (3) any computer programs for the Printer or Digital Models downloaded from the [www.Dremel3D.com](http://www.Dremel3D.com) website;
  - (4) any computer programs for the Printer or Digital Models installed in the Printer at any time (such as updates);
  - (5) any other computer programs or Digital Models provided by Bosch at any time for the Printer; and
  - (6) any related documentation provided by Bosch.

Warranty regarding further use of the Open Source Software:

DREMEL provides no warranty for the Open Source Software programs contained in this device, if such programs are used in any manner other than the program execution intended by DREMEL. The licenses listed below define the warranty, if any, from the authors or licensors of the Open Source Software. DREMEL specifically disclaims any warranties for defects caused by altering any Open Source Software program or the product's configuration. You have no warranty claims against DREMEL in the event that the Open Source Software infringes the intellectual property rights of a third party. Technical support, if any, will only be provided for unmodified software. The

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**blktrace:**

Copyright (C) 2006 Jens Axboe, Alan D. Brunelle and Nathan Scott.

This is free software. You may redistribute copies of it under the terms of the GNU General Public License.

See below for full GPL license text.

**busybox:**

BusyBox is distributed under version 2 of the General Public License (included in its entirety, below). Version 2 is the only version of this license which this version of BusyBox (or modified versions derived from this one) may be distributed under.

**bzip2:**

This program, "bzip2", the associated library "libbzip2", and all documentation, are copyright (C) 1996-2010 Julian R Seward. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- (1) Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- (2) The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software in a product, an acknowledgment in the product documentation would be appreciated but is not required.
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bzip2/libbzip2 version 1.0.6 of 6 September 2010

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Written by: Philip Hazel

Email local part: ph10

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