

ALOS End User License Agreement

Remote Sensing Technology Center of Japan ("RESTEC"), as the designated Primary Distributor of ALOS satellite data (the "Product", as further defined below), distributes by itself or through its distributor(s), the Product under the terms and conditions of this End User License Agreement to the user (the "End User", as further defined below). The End User shall utilize the Product for peaceful purposes only.

The End User accepts and agrees to be bound by the terms and conditions of this End User License Agreement by doing any of the followings:

- 1) placing an order for the supply of the Product with any order form, including but not limited to the order via RESTEC's internet data service system, which describes this End User License Agreement;
- 2) downloading, installing or manipulating the Product on any computer hardware;
- 3) accepting, in whole or in part, a quotation describing the Product;
- 4) printing or otherwise using the Product;
- 5) damaging or destroying the Product; or
- 6) retaining the Product for more than 14 days after the date of receipt thereof.

Article 1. Definitions

- a) "End User" means the person, legal business entity, public entity or any other legal entity which obtains the Product and is considered to have accepted this End User License Agreement in accordance with the above. Unless otherwise agreed by RESTEC in writing and in advance, in case the Product is supplied to a public entity, the End User is deemed to be only the part, division etc. of such public entity, located at the address, to which the Product is supplied.
- b) "Product" means any ALOS satellite data product supplied by RESTEC. Product is classified as following three categories; Standard product, Derivative-work Product and Value Added Product ("VAP"). Classification and Definition of products is shown below.

Classification/Definition of Product

Standard Product : Level 1 data (GEOS format)

PRISM : Level 1A, 1B1, 1B2

AVNIR-2 : Level 1A, 1B1, 1B2

PALSAR : Level 1.0, 1.1, 1.5

Derivative-work Product : Processed Product of ALOS Standard Product that retains original pixel structure and can be converted back to the Standard Product

Value Added Product(VAP) : Highly Processed Product of ALOS Standard Product which does not retain the original pixel structure and can not be converted back to the Standard Product

- c) "Extracted Image" means any work derived from the Product in a secure format, such as PDF and JPEG that allows only the viewing and printing of the work.
- d) "JAXA" means the Japan Aerospace Exploration Agency.
- e) "METI" means the Japanese Ministry of Economy, Trade and Industry.
- f) "Related Parties" mean the parties that have been involved in the creation, production, distribution or delivery of the Product.

Article 2. Permitted Uses

2.1 By accepting the terms and conditions of this End User License Agreement, the End User is granted a non-exclusive and non-transferable license to only;

- 1) use the Product solely for his/her own internal purposes;
- 2) make copies of the Product for back-up purpose;
- 3) make the Product available to contractors only for the use on behalf of the End User;
- 4) use the Extracted Image on a non-commercial basis, in research reports or other type publication with the notice of Article 4.3 conspicuously displayed; and
- 5) post the Extracted Image, on End User's internet site at a maximum size of 1024 x 768 pixels, with the notice of Article 4.3 conspicuously displayed.

(Note) All users of Oceania Region (defined below) are deemed to have purchased the product at Category B price for the purpose of interpretation of this Article.

* Oceania region: Australia, New Zealand, Papua New Guinea, Palau, Micronesia, Solomon Island, Fiji, Kiribati, Nauru, Vanuatu, Tuvalu, Samoa, Tonga and Marshall Island, Niue and the Cook Islands.

2.2 In addition to the uses permitted under Article 2.1, the End User may, for a Product purchased under the Category B price, as defined in the Price List of RESTEC, develop, sell, transfer and reproduce a VAP, with the notice of Article 4.3 conspicuously displayed, provided that the End User must purchase one additional Product and pay every time the End User develops a new kind of VAP.

Article 3. Prohibited Uses

The End User shall not do any of the following;

- 1) use the Product other than for peaceful purposes;
- 2) reproduce, resale or transfer the Product other than as permitted under Articles 2.1 or 2.2; or
- 3) delete, obscure, remove or alter any copyright notice that is contained in or appears on the Product.

Article 4. Intellectual Property Right and Copyright Notice

4.1 The End User confirms that JAXA (JAXA and METI, in case of PALSAR data) owns all intellectual property rights, including copyrights, regarding ALOS Standard and Derivative-work products.

4.2 End User owns all intellectual property rights, including copyrights, which result from End User's act of interpretation, adaptation, authorship or any other work on the Standard Product resulting in the creation of the VAP. All VAP products must be accompanied with the notice of Article 4.3.

4.3 Copyright notice

The End User agrees that any embodiment of the Product permitted under this Agreement shall contain the following copyright notice, which shall be prominently displayed :

Credit Notice :

Standard Product & Derivative-work Product

(c)JAXA : ALL RIGHTS RESERVED DISTRIBUTED BY RESTEC or (c)JAXA : DISTRIBUTED BY RESTEC

VAP : INCLUDES MATERIAL (c)JAXA or INCUDED (c)JAXA

cf. In case of PALSAR, METI, JAXA instead of JAXA

Article 5. Limited Warranty-Disclaimer

5.1 For a period of thirty (30) days from the date of delivery to the End User of the Product by RESTEC or its distributor, RESTEC shall provide a limited warranty that the Product shall substantially meet RESTEC's specifications and contains data regarding the area and under a format specified by the End User (the "Limited Warranty").

5.2 RESTEC's sole liability arising out of a possible non-conformity of Article 5.1 will be immediately replacing the Product if and after the End User returns the Product within the 30-day Limited Warranty period. The End User's sole and exclusive remedy, if, for any reason, RESTEC is unable to replace the Product shall be a refund of the purchase price paid by the End User for such Product.

5.3 Except for the Limited Warranty, neither RESTEC nor the Related Parties, if any, warrants that the Product is free of bugs, errors, defects or omissions. The Product is provided as is with no warranty of merchantability or fitness for a particular purpose, non-infringement or with any other representation or warranty, whether express or implied. No information provided by RESTEC, any agent employee or the Related Parties or their agents or employees, if any, shall create a warranty, or in any way increase the scope or remedy of the Limited Warranty. The End User is not allowed to rely on any such information.

5.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF RESTEC AND THE RELATED PARTIES, IF ANY, FOR DAMAGES RELATING TO ANY PRODUCT AND SERVICES RELATING THERETO, SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID BY END USER FOR SUCH PRODUCT OR SERVICES RELATING THERETO. RESTEC AND THE RELATED PARTIES SHALL HAVE NO LIABILITY TO END USER FOR ANY DAMAGE SUFFERED BY END USER OR ANY THIRD PARTY, AS A RESULT OF USING PRODUCTS, DEVELOPING, SELLING AND TRANSFERING, AND REPRODUCING THE PRODUCT IN ACCORDANCE WITH ARTICLE 2.2 HEREOF, OR DISTRIBUTING ANY PORTION THEREOF, OR AS A RESULT OF ANY PRODUCTS OR SERVICES RELATING THERETO. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL RESTEC OR "RELATED PARTIES" BE LIABLE FOR ANY LOSS OF REVENUE, PROFIT OR DATA, OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, ANY COMMERCIAL DAMAGES OR LOSSES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCTS, ANY PORTION THEREOF OR SERVICES RELATING THERETO, EVEN IF RESTEC OR THE RELATED PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL RESTEC'S OR THAT OF THE RELATED PARTIES, IF ANY, FOR ANY LOSS OR DAMAGE TO THE END USER EXCEED THE PRICE PAID FOR THE PRODUCT.

Article 6. Miscellaneous

No waiver or modification of this End User License Agreement will be valid unless agreed in writing by RESTEC. If any provision of this End User License Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. Neither the End User License Agreement nor any of the rights granted by it may be assigned or transferred by the End User without the prior written consent of RESTEC. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation. Any attempted assignment or transfer in violation of the foregoing will be void.

Article 7. Governing Law/and Jurisdiction

This End User License Agreement shall be governed by, construed and enforced in accordance with the laws of Japan. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of Tokyo District Court.