

**Please read carefully before using ALOS Product.**

PASCO CORPORATION ("PASCO") grants End User to use ALOS Product and so forth if End User accepts and agrees on the following "ALOS End User License Agreement" ("this Agreement"). End User will be deemed to have accepted and agreed to the terms and conditions of this Agreement if End User starts using ALOS Product and so forth including but not limited to downloading, installing or other actions. Please read this Agreement carefully before using ALOS Product and so forth. If End User does not agree with the terms and conditions of this Agreement, End User shall not use ALOS Product and so forth.

### ALOS End User License Agreement

#### Article 1. Definitions

1. Whenever used in this Agreement, the following terms shall have the meanings set forth below.
  - (1) "ALOS Product" means Standard Product, Derivative-work Product provided by PASCO and Value Added Product developed by PASCO.
  - (2) "Standard Product" means ALOS Level-1 data acquired by ALOS PRISM (Panchromatic Remote-sensing Instrument for Stereo Mapping). Level-1 data means levels 1A, 1B1, and 1B2.
  - (3) "Derivative-work Product" means processed product of Standard Product that retains the original pixel structure and can be converted back to the original data or/and processed product that does not retain the original pixel structure and cannot be converted back to the original data but is not Value Added Product, including without limitation, GeoTiff and NITF format.
  - (4) "Value Added Product" ("VAP") means highly processed product of Standard Product and/or Derivative-work Product that cannot be converted back to the Standard Product nor Derivative-work Product. Highly Process includes Data Analysis and/or combination of multiple satellites, Data Processing and/or Data Conversion based on external information including without limitation, Ortho Rectified Product, DSM and Pan-sharpen.
  - (5) "End User" means the person, legal business entity, public entity or any other legal entity which obtains ALOS Product from PASCO or its distributor and is

considered to have accepted the terms of this Agreement in accordance with the above. Unless otherwise agreed by PASCO in writing and in advance, in case ALOS Product is supplied to a public entity, the End User is deemed to be only the part, division etc. of such public entity as located at the address to which the ALOS Product is supplied.

## Article 2. Permitted Uses

1. By accepting the terms and conditions of this Agreement, the End User is granted a license to;

(1) use for his/her own internal purposes;

End User is permitted to use ALOS Product for internal purposes. End User is granted to modify ALOS Product for internal purposes. End User may assign third party to process ALOS Product. In this case, End User shall ensure that the third party accepts and agrees to the terms and conditions of this Agreement.

(2) use for external purposes;

End User is permitted to use ALOS Product for external purposes ONLY for the following cases;

- ① insert in the research paper and/or other document as an illustration.
- ② use in poster, calendar and brochure in printed medium.
- ③ post an extracted image or analysis result on End User's internet site at a maximum size of 1280 x 1024 pixels in JPEG format.

(3) use VAP developed by End User for external purposes;

If End User develops VAP by herself/himself, End User is granted to provide (including but not limited to sale, transfer, lend, sub-license and/or publish) the VAP to third party regardless of fee based or free of charge provided that End User develop ONLY one kind of VAP. If End User wishes to develop more than one kind of VAP from a Standard Data and/or Derivative-work Product, End User must purchase additional Standard Data and/or Derivative-work Product.

2. In case End User distributes to third party according to foregoing clause (3), End User shall ensure that the third party does not delete or modify the copyright notice.

3. If the purpose of purchase of ALOS Product is for an Official Development Assistance (ODA) project by Japanese government, Asian Development Bank and/or World Bank project, End User shall discuss with PASCO regarding scope of permission and terms of foregoing clause 1 for project accomplishment purpose.

## Article 3. Prohibited Uses

The End User shall use ALOS Product only for peaceful purposes. Unless otherwise agreed by PASCO in writing in advance, the End User shall not conduct any of the followings;

1. make copies of ALOS Product except for back-up purpose;
2. provide of transfer ALOS Product to a third party for any purpose unless explicitly permitted in Article 2, Clause 1.
3. disclose ALOS Product to public, including but not limited to, posting on internet.
4. delete, obscure, remove or alter any copyright notice that is contained in or appears on ALOS Product.

#### Article 4. Intellectual Property Right and Copyright Notice

1. The End User acknowledges that Japan Aerospace Exploration Agency (“JAXA”) owns all intellectual property rights, including copyrights, regarding ALOS Product excluding VAP developed by PASCO. PASCO owns all intellectual property rights, including copyrights, regarding VAP developed by PASCO.
2. End User owns all intellectual property rights, including copyrights, regarding VAP developed by End User.
3. Upon releasing ALOS Product and/or VAP developed by End User or providing/transferring ALOS Product and/or VAP developed by End User to a third party within the scope permitted under this Agreement, the End User shall expressly mark the ownership of the copyright of ALOS Product and/or VAP developed by End User in accordance with the following direction.

Copyright Notice	
ALOS Product ➤ Including image products derived from Standard Product and/or Derivative-work Product, imagery of TV, imagery of video and imagery of movie ➤ Excluding VAP developed by PASCO	“©JAXA All Rights Reserved Distributed by PASCO CORPORATION” or “©JAXA Distributed by PASCO CORPORATION”
VAP developed by PASCO	©PASCO CORPORATION, Original Data provided by JAXA
VAP developed by End User	Original Data provided by JAXA

#### Article 5. LIMITED WARRANTY – DISCLAIMER

1. EITHER JAXA OR PASCO DOES NOT WARRANT THAT ALOS PRODUCT IS FREE OF BUGS, ERRORS, DEFECTS OR OMISSIONS AND ITS QUALITY.
2. EITHER JAXA OR PASCO DOES NOT WARRANT ALOS PRODUCT'S MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF END USER
3. JAXA, PASCO OR ITS DISTRIBUTOR SHALL HAVE NO LIABILITY TO THE END USER FOR ANY DAMAGE SUFFERED BY THE END USER OR ANY THIRD PARTY, AS A RESULT OF USING ALOS PRODUCTS. THIS DAMAGE IS INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGE, INDIRECT DAMAGE, AND LOSS OF EARNINGS.
4. EITHER JAXA OR PASCO DISCLAIMS ANY RESPONSIBILITY FOR NONFULFILLMENT AND/OR DELAY CAUSED BY FORCE MAJEURE OR ANY OTHER EVENT BEYOND ITS REASONABLE CONTROL.
5. PASCO OR ITS DISTRIBUTOR'S LIABILITY FOR THE LIMITED WARRANTY WHICH MAY ACCRUE UNDER THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID BY THE END USER IN RELATION TO THE RELEVANT ALOS PRODUCT.

#### Article 6. Modification of this Agreement

PASCO reserves a right to modify this Agreement if PASCO deems that it is necessary. In this case, the modified version of this Agreement shall supersede the original Agreement. In case of modification of this Agreement, PASCO will announce the modified version of this Agreement on its website and will not notify or explain to each End User individually.

#### Article 7. Governing Law/and Jurisdiction

1. This Agreement shall be governed by, construed and enforced in accordance with the laws of Japan.
2. All disputes which may arise between the parties hereto, out of or in relation to or in connection with this Agreement shall be finally settled by arbitration in Tokyo, Japan, in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The award shall be final and binding upon both parties. Judgment upon the award may be entered in any court having

jurisdiction thereof.

Article 8. Confirmation of doubt

If there is any doubt arises from the contents of this Agreement, the End User shall consult such matter with PASCO and follow its instruction.