Please read carefully before using ALOS Product.
ALOS-2 Operation and Data Distribution Consortium ("the Consortium") 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 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) "The Consortium" means ALOS-2 Operation and Data Distribution Consortium which consists of prime distributor PASCO CORPORATION and its partner the Remote Sensing Technology Center of Japan.
   (2) "ALOS Product" means Standard Product, Derivative-work Product which will be provided by the Consortium.
   (3) "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 which will be provided by the Consortium.
   (4) "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 as well as processed product that does not retain the original pixel structure and cannot be converted back to the original data, but is not VAP including without limitation, GeoTiff and NITF format.
   (5) "Original 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 and/or 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.

(6) “End User” means the person, legal business entity, public entity or any other legal entity which obtains ALOS Product and/or VAP developed by the Consortium from the Consortium or its distributor and is considered to have accepted the terms of this Agreement in accordance with the above. Unless otherwise agreed by the Consortium in writing and in advance, in case ALOS Product and/or VAP developed by the Consortium 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 and/or VAP developed by the Consortium is supplied.

Article 2. Permitted Uses

1. By accepting the terms and conditions of this Agreement, the End User is granted a non-exclusive and non-transferable license to:

   (1) use for his/her own internal purposes:
   End User is permitted to use ALOS Product and/or VAP developed by the Consortium for internal purposes. End User is granted to modify ALOS Product and/or VAP developed by the Consortium for internal purposes. End User may assign third party to process ALOS Product. And/or VAP developed by the Consortium. 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 and produced by End User for external purposes:
   If End User develops and produces 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 distributes ONLY one kind of VAP. If End User wishes to distribute more than one kind of VAP from a Standard Data and/or Derivative-work Product, End User shall 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 follows the credit notice which Japan Aerospace Exploration Agency ("JAXA") is a provider of the Original Data.
3. If an Official Development Assistance (ODA) project by Japanese government, Asian Development Bank and/or World Bank is trans-boundary of multiple countries and/or multiple entities, End User shall discuss with the Consortium regarding the licensee of ALOS Product and/or VAP developed by the Consortium for project accomplishment purpose.

Article 3. Prohibited Uses

The End User shall not use ALOS Product and/or VAP developed by the Consortium only for peaceful purposes. Unless otherwise agreed by the Consortium in writing in advance, the End User shall not conduct any of the followings;

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

Article 4. Intellectual Property Right and Copyright Notice

1. The End User acknowledges that JAXA owns all intellectual property rights, including copyrights, regarding ALOS Product.
2. Upon releasing ALOS Product and/or VAP developed by the Consortium or providing/transferring ALOS Product and/or VAP developed by the Consortium 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 the Consortium in accordance with the following direction.
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<td>(Including image products derived from Standard Product and/or Derivative-work Product, imagery of TV, imagery of video and imagery of movie)</td>
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<td>Copyright owner/ Data distributor</td>
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| “©JAXA All Rights Reserved Distributed by ALOS-2 Operation and Data Distribution Consortium ” or “©JAXA Distributed by ALOS-2 Operation and Data Distribution Consortium ” |

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Article 5. LIMITED WARRANTY – DISCLAIMER

1. EITHER JAXA OR THE CONSORTIUM DOES NOT WARRANT THAT ALOS PRODUCT AND/OR VAP DEVELOPED BY THE CONSORTIUM IS FREE OF BUGS, ERRORS, DEFECTS OR OMISSIONS AND ITS QUALITY.

2. EITHER JAXA OR THE CONSORTIUM DOES NOT WARRANT ALOS PRODUCT’S AND/OR VAP DEVELOPED BY THE CONSORTIUM MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF END USER.

3. JAXA, THE CONSORTIUM 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 AND/OR VAP DEVELOPED BY THE CONSORTIUM. THIS DAMAGE IS INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGE, INDIRECT DAMAGE, AND LOSS OF EARNINGS.

4. EITHER JAXA OR THE CONSORTIUM DISCLAIMS ANY RESPONSIBILITY FOR NONFULFILLMENT AND/OR DELAY CAUSED BY FORCE MAJEURE OR ANY OTHER EVENT BEYOND ITS REASONABLE CONTROL.

5. THE CONSORTIUM’S 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
The Consortium reserves a right to modify this Agreement if the Consortium deems that it is necessary. In this case, modified version of this Agreement shall govern. In case of modifying this Agreement, the Consortium will announce the modified version of this Agreement on its webpage 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 arising from the contents of this Agreement, the End User shall consult such matter with the Consortium and follow its instruction.