Please read carefully before using ALOS-2 Sample Data.

ALOS-2 Operation and Data Distribution Consortium ("the Consortium") grants End User to use ALOS-2 Sample Data if End User accepts and agrees on the following “ALOS-2 Sample Data 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-2 Sample Data including but not limited to downloading, installing or other actions. Please read this Agreement carefully before using ALOS-2 Sample Data. If End User does not agree with the terms and conditions of this Agreement, End User shall not use ALOS-2 Sample Data.

ALOS-2 Sample Data End User License Agreement

Article 1. Definitions

1. Whenever used in this Agreement, the following terms shall have the meanings set forth below.


   (2) “ALOS-2 Sample Data” means ALOS-2 data acquired by L-band Synthetic Aperture Radar of ALOS-2 (PALSAR-2) which is Level 1.1, 1.5, 2.1, and 3.1 provided by the Consortium for free of charge as sample to promote the data distribution.

   (3) “Promote the data distribution” means the Consortium or its distributor provide ALOS-2 Sample Data to End User who is interested in product development and/or technical development in order to promote ALOS-2 data distribution.

   (4) “End User” means the person, legal business entity, public entity or any other legal entity which obtains ALOS-2 Sample Product 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-2 Sample 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-2 Sample 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 ALOS-2 Sample Data for his/her own internal purposes;
   End User is permitted to use ALOS-2 Sample Data for internal purposes. End User is granted to modify ALOS-2 Sample Data for internal purposes. End User may assign third party to process ALOS-2 Sample Data. In this case, End User shall ensure that the third party accepts and agrees to the terms and conditions of this Agreement.
   (2) print out ALOS-2 Sample Data for his/her own internal purposes;
   End User is permitted to print out ALOS-2 Sample Data and/or its analysis result for internal purposes. In this case, End User shall follow the copyright notice mentioned in Article 4.
   (3) use for external purposes;
   End User is permitted to use ALOS-2 Sample Data for external purposes ONLY for the following case;
   - post an extracted image and/or analysis result which cannot be converted to the original data on End User’s internet site at a maximum size of 1280 x 1024 pixels in JPEG format. In this case, End User shall follow the copyright notice mentioned in Article 4.

Article 3. Prohibited Uses

The End User shall use ALOS-2 Sample Data 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. use ALOS-2 Sample Data for any other purposes permitted in Article 2.
2. Commercial use. If End User would like to use ALOS-2 data for commercial use, End User must purchase ALOS-2 Product from the Consortium.
3. Academic publication. If End User would like to use ALOS-2 data for academic publication, End User must purchase ALOS-2 Product from the Consortium.
4. make copies of ALOS-2 Sample Data except for back-up purpose;
5. provide or transfer ALOS-2 Sample Data to a third party for any purpose.
6. delete, obscure, remove or alter any copyright notice that is contained in or appears on ALOS-2 Sample Data.

Article 4. Intellectual Property Right and Copyright Notice
1. JAXA owns all intellectual property rights, including copyrights, regarding ALOS-2 Sample Data.

2. Upon printing ALOS-2 Sample Data and/or analysis result or exposing to third party in accordance with Article 2 (2) and (3), End User shall expressly mark the ownership of the copyright of ALOS-2 Sample Data in accordance with the following direction.
   ① ALOS-2 Sample Data: Copyright owner/ Data distributor
      ©JAXA Distributed by ALOS-2 Operation and Data Distribution Consortium
   ② Analysis result by ALOS-2 Sample Data
      Original data provided by JAXA

Article 5. LIMITED WARRANTY – DISCLAIMER

1. EITHER JAXA OR THE CONSORTIUM DOES NOT WARRANT THAT ALOS-2 SAMPLE DATA IS FREE OF BUGS, ERRORS, DEFECTS OR OMISSIONS AND ITS QUALITY.

2. EITHER JAXA OR THE CONSORTIUM DOES NOT WARRANT ALOS-2 SAMPLE DATA 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-2 SAMPLE DATA. 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.

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, the modified version of this Agreement shall supercede the original Agreement. In case of modification of this Agreement, the Consortium 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 arising from the contents of this Agreement, the End User shall consult such matter with the Consortium and follow its instruction.