

Please read carefully before using ALOS-2 Sample Data.

PASCO CORPORATION (“PASCO”) grants customer to use ALOS-2 Sample Data if customer accepts and agrees on the following “ALOS-2 Sample Data License Agreement” (“this Agreement”). Customer will be deemed to have accepted and agreed to the terms and conditions of this Agreement if customer 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 customer does not agree with the terms and conditions of this Agreement, customer shall not use ALOS-2 Sample Data.

ALOS-2 Sample Data License Agreement

Article 1. Definitions

1. Whenever used in this Agreement, the following terms shall have the meanings set forth below.
 - (1) “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 PASCO for free of charge as sample.

Article 2. Permitted Uses

1. By accepting the terms and conditions of this Agreement, customer is granted a license to;
 - (1) use ALOS-2 Sample Data for his/her own internal purposes;
Customer is permitted to use ALOS-2 Sample Data for internal purposes to evaluate ALOS-2 data. Customer is granted to modify ALOS-2 Sample Data to evaluate ALOS-2 data.
 - (2) Customer may assign third party to process ALOS-2 Sample Data. In this case, customer shall ensure that the third party accepts and agrees to the terms and conditions of this Agreement.
 - (3) Customer is permitted to print out ALOS-2 Sample Data and/or its analysis result. In this case, customer shall follow the copyright notice mentioned in Article 4.

Article 3. Prohibited Uses

Customer shall use ALOS-2 Sample Data, including processed ALOS-2 Sample Data according to Article 4, only for evaluation purposes. Unless otherwise agreed by PASCO in writing in advance, customer 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 customer would like to use ALOS-2 data for commercial use, customer must purchase ALOS-2 Product from PASCO or its distributor.
3. Academic publication. If customer would like to use ALOS-2 data for academic publication, customer must purchase ALOS-2 Product from PASCO or its distributor.
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. For printing ALOS-2 Sample Data and/or analysis result, customer 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 PASCO CORPORATION
 - ② Analysis result by ALOS-2 Sample Data: Provider of Original data
Original data provided by JAXA

Article 5. LIMITED WARRANTY – DISCLAIMER

1. EITHER JAXA OR PASCO DOES NOT WARRANT THAT ALOS-2 SAMPLE DATA IS FREE OF BUGS, ERRORS, DEFECTS OR OMISSIONS AND ITS QUALITY.
2. EITHER JAXA OR PASCO DOES NOT WARRANT ALOS-2 SAMPLE DATA MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF CUSTOMER.
3. JAXA OR PASCO SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY DAMAGE SUFFERED BY CUSTOMER 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.

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 supercede 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 customer 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, customer shall consult such matter with PASCO and follow its instruction.