

Agreement for Distribution and Use of ASTER Products

30 March 2012

1. General Provisions

This Agreement shall define applicable procedures, permitted uses and restrictions at the time that Japan Space Systems (hereinafter referred to as JSS) provides the ASTER Products, which are produced at JSS ASTER Ground Data Systems (hereinafter referred to as ASTER GDS) from the data acquired by the Advanced Spaceborne Thermal Emission and Reflection radiometer (hereinafter referred to as ASTER) onboard Terra Spacecraft by National Aeronautics and Space Administration (NASA), to those who wish to use them. This Agreement shall apply to any relationship between JSS and the ASTER products user. No holding of agreement or expression of objection of this Agreement by the ASTER products user shall be effective.

2. Definitions

“ASTER Products”: means any level of processed products and related information which are produced at ASTER GDS from the data acquired by ASTER, and distributed to the ASTER products user.

“Value-Added Products (or VAP)”: means highly processed ASTER Products by the ASTER products user, which do not retain the original pixel structure and cannot be converted back to the ASTER Products.

“ASTER Image”: means any products produced from the ASTER Products, with their resolution lowered by more than one-half, into such forms as PDF, JPEG, GIF, TIFF, PNG and BMP that cannot be converted back to the original ASTER Products.

“ASTER products user (or User)”: means natural persons, corporations (profit, nonprofit or public), consortiums or any other entities with legal capacity who have agreed to this Agreement and have been registered at JSS. When the ASTER Products are provided to the User, other associated members within the same corporation, consortium or any other entity as the said User may also use the same products.

Eligibility of each party as the User shall be determined by JSS in accordance with legal capability of the party and social conventions.

“Distribution”: means providing the ASTER Products to the ASTER products user.

3. User Registration

Those who wish to use the ASTER Products shall apply for user registration in accordance with the "ASTER Products User Registration Procedure" on the ASTER GDS website. JSS shall handle the registered Users' information as specified in the "GDS user registration information". Furthermore, JSS shall comply with the "Privacy policy of JSS" when handling retained personal information.

JSS shall accept registration request from an applicant, except as specified in the following cases:

- 1) If a false statement has been made on the User's application form;
- 2) If an applicant's registration was cancelled in the past in accordance with Article 16-1), 2), 3) or 4) hereof;
- 3) If an applicant is deemed inappropriate by JSS for any other reason.

Those who apply for user registration shall comply with all the provisions stipulated herein.

The User shall be liable for management and use of the User ID, login name and password granted by JSS. The User may not (i) let any third party use such information, or (ii) transfer, rent or lease it to any third party.

4. Order

The User may order ASTER Products to JSS in the way prescribed in the search and order system on the ASTER GDS website.

5. Establishment of Contract

- 1) The contract for use of the ASTER Products under this Agreement shall be deemed to have been established when JSS confirms payment by the User.
- 2) JSS may selectively reject any part or all of an order from the User.

6. Charge

- 1) The charge for the ASTER Products shall be determined by JSS separately.
- 2) JSS may, if necessary, amend the charge from time to time.
- 3) In the event that JSS amends the charge, if JSS confirms an order from the User on or subsequent to the date of such amendment, the amended charge shall be applicable.

7. Payment

- 1) The charge for the ASTER Products shall be paid by bank transfer to an account designated by JSS, or by credit card.
- 2) JSS shall start production and delivery of the ASTER Products after confirmation of payment to the bank account, or authorization from a credit card company.
- 3) JSS shall not accept cancellation of any orders once payment has been made.

8. Delivery Date

- 1) JSS shall deliver the ASTER Products within approximately one (1) week after JSS confirms payment by the User. This delivery date shall be deemed merely a target. JSS's delay in delivery shall not be a reason for the User to refuse receipt of any part or all of the ASTER Products or to claim any other compensation.
- 2) In the event that JSS, for any reason, fails to deliver the ordered ASTER Products, the User may receive from JSS a full refund thereof, but not any other compensation.

9. Delivery Method

The ASTER Products shall be recorded on media and delivered by post or personal delivery, or shall be delivered online in the manner arranged by JSS.

10. Return Policy

- 1) The User shall give JSS a written notice of any claim regarding the ASTER Products which are found defective within seven (7) days from the date of receiving such products.
- 2) No complaints except as provided in the preceding paragraph shall be accepted.
- 3) The User may not return the ASTER Products without consent of JSS.

11. Liability and Warranty

- 1) The User may not use the ASTER Products for other than peaceful purposes. The User shall be liable for any use of the ASTER Products.
- 2) JSS shall not assume any liability as to whether the distributed ASTER Products fit for a particular purpose of the User.
- 3) JSS shall not assume any liability for damage or losses incurred directly or indirectly by the User due to use of the distributed ASTER Products.
- 4) In the event of defects in copying or distributing the ASTER Products, JSS shall replace the media on which the same have been copied and recorded, or redeliver replacements online. If, for any reason, JSS is unable to do either of these, the User's sole and exclusive remedy shall be refund of the payment made.

12. User's Rights

- 1) The User shall have the right to unlimitedly use the ASTER Products solely for its own internal purposes. The User may make the ASTER Products available to contractors of the User only (i) under a separate contract with the User for the purpose of data analysis, and (ii) during the contract period.
- 2) The User shall not have the right to interfere with the use by JSS or any other third party of the same ASTER Products as the ones it retains.
- 3) Regardless of the extent to which the ASTER Products have been processed/modified, the User may not, other than for backup purposes, copy the whole or part of the said products distributed by JSS, as long as such products are logically equivalent to the original ASTER Products. Furthermore, the User may not distribute, transfer, rent or lease the ASTER Products or copies thereof to any third party.

The ASTER Products that have been processed/modified, either in whole or in part, by merely converting the file structure, compressing the data or lowering the resolution, shall be deemed to be logically equivalent to the original ASTER Products.

13. Transfer to a Third Party

JSS shall not interfere with the User's transfer, distribution, rent or lease of VAP produced from the ASTER Products to any third party.

14. Copyright

Any copyright relating to the ASTER Products distributed by JSS and to the observed raw data thereof shall belong to the Japanese Ministry of Economy, Trade and Industry (METI) and National Aeronautics and Space Administration (NASA).

15. Copyright Notice

For uses set forth below, the User and those who have obtained, either directly or indirectly, VAP from the User in accordance with Article 13 hereof, shall prominently display the copyright notice for the ASTER Products and the observed raw data thereof in an appropriate manner. At the time of transfer, distribution, rent or lease of VAP to any third party in accordance with Article 13 hereof, the User shall inform such party about the said obligations.

Possible uses include, but are not limited to:

- 1) Using the ASTER Image to present research results or the like (whether in projection or through distribution of media);
- 2) Placing the ASTER Image in such media as academic papers, books, publications, reports, posters or the like (whether in print media or in electronic media);
- 3) Posting the ASTER Image on a website, or recording the same on media (such as CD, DVD or the like) attached to publications;
- 4) Showing the ASTER Image on TV, in movies or in videos, or producing broadcast media of the same;
- 5) Having any third party release or use the ASTER Products or VAP, in any other way than specified above, beyond the scope of internal use by the User or by those who have obtained VAP.

Examples of copyright notice for the ASTER Products and the observed raw data thereof are provided at the end of this Agreement.

16. Cancellation of Registration

JSS may cancel the User's registration in the following cases:

- 1) If a false statement is later found on the User's application form;
- 2) If the User is in breach of any of the provisions of this Agreement and fails to remedy such breach within fifteen (15) days after receiving written notice thereof from JSS;
- 3) If it is found that the User's registration was cancelled in the past in accordance with the preceding paragraphs 1) or 2);
- 4) If the User is deemed inappropriate by JSS for any other reason.

If the User's registration is cancelled, JSS shall not assume any liability for distribution of the ASTER Products, including the same currently being produced or distributed. In such a case, JSS may retrieve the ASTER Products. Furthermore, any payment made by the User shall not be refunded.

JSS shall, if requested by the User, promptly cancel the registration and delete the registration data thereof.

17. Compensation for Damage

In the event that the User gives any damage to JSS due to any conduct in breach of this Agreement, any laws or ordinances, the User shall compensate for such damage.

18. Amendment

JSS may amend this Agreement if necessary.

19. Jurisdiction and Governing Law

- 1) The Tokyo District Court in Japan shall have exclusive jurisdiction over any disputes relating to this Agreement.
- 2) This Agreement shall be governed by the laws of Japan.

Copyright Notice Examples:

<p>For the ASTER Products:</p> <p>both Copyright owner's name and Distributor's name shall be displayed.</p>	<p>© METI and NASA [year] ALL RIGHTS RESERVED or © METI and NASA [year]</p>
<p>For VAP:</p> <p>observed raw data owner's name shall be displayed. (Display of VAP producer's name shall be optional.)</p>	<p>Distributed by JSS</p> <p>Includes material © METI and NASA [year]</p>