
End User License Agreement

Image Products licensed under this End User License Agreement (hereinafter "EULA") are provided under the terms and conditions set forth in the EULA unless there is a separate contract in place between the End User and Axelspace Corporation (hereinafter the "Company"). By using an Image Product, the End User acknowledges and agrees that the terms and conditions of the EULA shall be binding upon the user.

Article 1 (Definition)

1. Image Products

"Image Products" shall mean images captured by GRUS, the artificial satellites of the Company.

2. Value Added Products (abbreviation: VAP)

"Value Added Products" (hereinafter "VAP") shall mean information that has been developed, processed, analyzed, edited, and integrated (hereinafter "Processing") based on an Image Product, which includes Pixel Data of the Image Product, and can be restored to a state equivalent to the Image Product.

3. Derivative Works

"Derivative Works" shall mean information obtained through Processing of an Image Product, which does not include any Pixel Data of the Image Product and cannot be restored to a state equivalent to the Image Product.

4. Pixel Data

"Pixel Data" shall mean the digital data showing the satellite image of an Image Product in units of pixels.

5. Derived Information

"Derived Information" shall mean information generated by the End User using or Processing an Image Product (including but not limited to Derivative Works and VAP).

6. Derived Intellectual Property Rights

"Derived Intellectual Property Rights" shall mean intellectual property rights pertaining to any inventions, devices, creations, trade secrets, and similar rights generated by the End User using or Processing an Image Product.

7. End Users

"End User" shall mean any of the following organizations (including employees of the organizations) and individuals engaging in use, development, processing, analysis, editing, and integration of Image Products (hereinafter "Use") whether under contract or not and with or without charge:

- (1) Stock companies, incorporated foundations, NPOs, and other corporations incorporated by the private sector (the identity shall be determined based on the legal personality)
- (2) Governmental organizations and auxiliary organizations established by the government under laws and regulations of the country
- (3) Individuals engaged in business (excluding employees of the preceding items)
- (4) Corporations or individuals of another organization in cases where sharing of an Image Product is licensed under Article 2

Article 2 (Grant of License)

On condition of compliance with the EULA, the Company shall grant the End User, in accordance with the Licensed Use in the following article, a worldwide, nonexclusive, non-assignable, non-sublicensable license pertaining to Image Products for the duration hereof to be used for business within the organization to which the End User belongs. The End User may also share an Image Product with a person of another organization (meaning an organization with a different legal personality) only if permitted by the Company.

Article 3 (Licensed Use)

The End User may engage in the following acts regarding Image Products and Derived Information:

1. Use and reproduction of an Image Product for a purpose reported to the Company and approved by the Company (hereinafter the "Purpose") or storage of an Image Product in an information terminal managed by the user

2. Creation of VAP and Derivative Works within the Purpose
3. Lending an Image Product or VAP to a contractor or consultant (hereinafter the “Consultant”) for Processing of the Image Product or VAP on behalf of the End User on condition of compliance with the EULA. However, the End User shall obtain the approval of the Company in advance when the Consultant is selected, and after the completion of the work, the user shall require the Consultant to return the Image Product or VAP and dispose of its copies. If the Consultant violates the EULA, it shall be deemed to be a violation by the End User.
4. Publication of an Image Product on a website for publicity purposes in JPEG or PNG format after making it un-downloadable and putting a copyright notice (©Axelspace) thereon
5. Publication of an Image Product on a website with a resolution equivalent to a ground resolution of 10 m or less after Processing it into a format without positional information and attaching a copyright notice (©Axelspace) thereon
6. Printing an Image Product and distributing it for noncommercial purposes with a copyright notice (©Axelspace) attached to the printed material
7. Using or distributing a Derivative Work or publishing it on a website to make it downloadable from the website within the scope of the Purpose

Article 4 (Prohibitions)

The End User or the Consultant may not engage in any of the following acts without the advance consent of the Company:

1. Selling, leasing, lending, transferring, distributing, sublicensing, or granting an Image Product or VAP to a third party
2. Changing or deleting a copyright notice, trademark description, or other notice contained in an Image Product
3. Making Use of an Image Product for the purpose of competitive analysis (including but not limited to benchmarking)
4. Having a third party make Use of an Image Product or VAP as an independent file
5. Altering the electronic format of an Image Product to remove or circumvent protections
6. Applying reverse engineering, disassembling, decompiling, alteration, or other change on an Image Product to analyze the algorithm, source code, database, or data structure
7. Making Use of an Image Product for any purpose other than the Purpose

Article 5 (Intellectual Property Rights of Image Products)

1. Image Products are protected under the Copyright Act and other laws and regulations on intellectual properties in Japan, or relevant international treaties, and all intellectual property rights and other rights to them are vested in the Company.
2. When the End User makes Use of an Image Product or VAP for the Purpose, the user shall attach a logotype with the Company’s corporate name or a copyright notice (©Axelspace) thereon.

Article 6 (Derived Information and Derived Intellectual Property Rights)

1. The End User shall be authorized to use Derived Information within the scope of usage permitted by the Company.
2. The End User shall permit the Company to use Derived Information free of charge to the extent necessary for performing its business.
3. Derived Intellectual Property Rights shall be vested in the End User; provided that the End User shall permit the Company to use the Derived Intellectual Property Rights free of charge to the extent necessary for performing its business and shall not exercise the author’s moral rights against the Company.
4. Details of the conditions of the Company’s usage of Derived Information and Derived Intellectual Property Rights shall be determined through separate consultations between the Company and the End User.

Article 7 (Feedback)

The End User who provides feedback to the Company about the use of an Image Product shall irrevocably transfer all rights and authority pertaining to the feedback, and the Company may use the feedback without any liability whatsoever.

Article 8 (Confidentiality)

The End User shall treat as secret any unpublic information disclosed by the Company by demanding treatment as a secret, except where the Company gives advance written consent.

Article 9 (Denial of Warranty and Exemptions)

Image Products shall be provided on an "as-is" basis. The Company in no way warrants, explicitly or implicitly, their marketability, sufficiency of quality in terms of spatial, spectral, and temporal accuracy, fitness for a particular purpose, accuracy, and noninfringement of third-party rights.

Article 10 (Responsibility for Responding to Disputes Arising from Image Products)

1. The Company shall in no way be responsible for any legal dispute arising out of the Use of any Image Products by any End Users.
2. In the event that a legal dispute arises between the End User and a third party resulting from the Use of any Image Products, or the End User receives any legal demand from a third party (hereinafter a "Dispute"), the End User shall immediately notify the Company. The End User shall settle such Dispute at its responsibility and expense.
3. If the Company incurs any damage, loss, or expenses (including attorney's fees) resulting from or in connection with a Dispute set forth in the preceding paragraph (except where the Dispute is caused by a reason attributable to the Company), the End User shall compensate the Company for such damage.

Article 11 (Export Control)

The End User agrees to comply with the Foreign Exchange and Foreign Trade Act in Japan, the Export Administration Regulations of the Department of Commerce, as well as all applicable export and re-export control legislation and cooperate with the Company to comply with them. The End User pledges not to export, re-export, transfer, or dispose of any Image Products or any technical information acquired from the Company, directly or indirectly, to any countries/regions or bodies/nationals banned under the export and re-export control legislation.

Article 12 (Force Majeure)

The Company shall bear no responsibility for the delay or failure to perform any obligations under the EULA caused by natural disasters, wars, riots, insurrections, natural calamities, other force majeure, power failure, accidents of telecommunications or other equipment, service suspension for statutory periodic servicing or other cause, emergency maintenance, enactment, revision or abolition of laws and regulations, or any other reasons not attributable to the Company.

Article 13 (Compensation for Damage)

If the Company incurs any damage due to any cause attributable to the End User in connection with the performance of the EULA, the End User shall compensate the Company for all loss, damage, and expenses (including attorney's fees and other expenses for settling a dispute) caused to the Company.

Article 14 (Cancellation)

1. The End User who wishes to cancel the EULA shall notify the Company to such effect at least 30 days in advance (i.e., calendar days; the same applies hereinafter unless otherwise noted). In this case, the EULA shall terminate upon the lapse of such period.
2. If there are unavoidable circumstances that make it difficult to provide Image Products, the Company may discontinue providing Image Products to all End Users. In this case, the Company shall promptly notify all End Users to such effect, and the EULA shall terminate upon the arrival of such notice.

Article 15 (Rescission)

1. If the other party falls under any of the following items, either the Company or the End User may immediately rescind the EULA in whole or in part without any demand:
 - (1) When a party engages in a violation of any provision hereof or breach of trust
 - (2) When a party admits inability to pay debts, or a petition is filed for provisional seizure, seizure, public auction, the commencement of bankruptcy, civil rehabilitation, corporate rehabilitation proceedings, or special liquidation with respect to a party

- (3) When a party suffers suspension of transactions with a clearinghouse
 - (4) When a party suffers an attachment for delinquent taxes
 - (5) When there is any grave cause equivalent to any of the preceding items that makes it difficult to continue the EULA
2. If the other party violates any provision of the EULA and fails to rectify the default within a reasonable period specified to demand rectification, either the Company or the End User may rescind the EULA in whole or in part.
3. If the End User engages in unauthorized use of an Image Product or violates the EULA, the Company may take one or more of the following steps, in addition to or in lieu of rescinding the EULA, claiming compensation for damage, or taking other legal steps:
 - (1) Denying Use of the Image Product to the End User
 - (2) Charging the End User an appropriate extra charge for Use of the Image Product
 - (3) Conducting an audit at the expense of the End User

Article 16 (Effective Period)

The EULA shall remain applicable unless terminated by rescission, cancellation, or any other cause.

Article 17 (Steps at Termination)

Upon the termination of the EULA for whatever reason, the End User shall, pursuant to instructions of the Company, destroy or return to the Company all media containing any Image Products (including copies and altered items) and Derived Information, and shall delete them from all electromagnetic recording media managed by the End User. The Company may require the End User to submit documents proving the destruction or deletion of Image Products (including copies and altered items).

Article 18 (Revision of the EULA)

1. The Company may revise the EULA from time to time without the advance consent of End Users. After the revision of the EULA, Image Products shall be provided under the conditions of the revised EULA.
2. When the Company makes revision under the preceding paragraph, the Company shall notify End Users of the contents of the revised EULA or publish them on the AxelGlobe platform of the Company (<https://www.axelglobe.com/en/sitemap>) at least 14 days in advance. However, if it is a minor revision or urgently needed, the said notice may be omitted, or the period of advance notice may be shortened.

Article 19 (Transfer of Contractual Status)

Without the advance written consent of the Company, the End User may not have a third party succeed to the contractual status under the EULA, transfer all or part of the rights and obligations arising from the EULA to a third party, have a third party assume them, or offer them as security.

Article 20 (Severability)

Even if any provision of the EULA is held legally invalid or unenforceable, the remaining provisions of the EULA shall remain valid and enforceable.

Article 21 (Non-Waiver of Rights)

Any waiver of rights shall be made expressly in writing. Even if either party hereto fails or delays to demand from the other party the performance of an obligation hereunder, this shall not be deemed to be a waiver of the right to demand the future performance of that obligation or other obligations.

Article 22 (Surviving Provisions)

The provisions of Article 6 (Derived Information and Derived Intellectual Property Rights), Article 7 (Feedback), Article 8 (Confidentiality), Article 9 (Denial of Warranty and Exemptions), Article 10 (Responsibility for Responding to Disputes Arising from Image Products), Article 13 (Compensation for Damage), Article 17 (Steps at Termination), Article 19 (Transfer of Contractual Status), Article 20 (Severability), Article 21 (Non-Waiver of Rights), Article 23 (Governing Law and Dispute Settlement), and this article hereof shall survive the termination of the EULA and remain in force.

Article 23 (Governing Law and Dispute Settlement)

1. These provisions shall be construed in accordance with the laws of Japan as governing law.
2. Any dispute arising in connection with the EULA shall be submitted to the Tokyo District Court in Japan as the agreed exclusive jurisdiction.

Established on December 6, 2023