



ERSDAC ASTER

End-User Licence Agreement

"Licence Conditions Covering ERSDAC ASTER Data and Data Products supplied by Geoscience Australia"

Sale to the Purchaser

The Licensed Data and/or the Licensed Data Products are provided to you ("The Purchaser") by ERSDAC through Geoscience Australia (GA), Department of Resources, Energy and Tourism. GA is an agent of ERSDAC for the purposes of the supply of the Licensed ASTER Products.

The Licence Conditions constitute the whole agreement between ERSDAC and you, the Purchaser, with respect to the licensing, of the ASTER Products, and supersede any prior negotiations, agreement or understanding in relation to such licensing. No variation of the Licence Conditions shall be of any force or effect unless it is in writing signed by both parties.

Force Majeure

ERSDAC and GA shall be under no liability whatsoever to the Purchaser for any failure to deliver the Data Products or any delay in delivery of the Data products by reason of any event outside the reasonable control of the GA including but not limited to the expiry of agreements with satellite owners or the failure for any reason to conclude agreements or memoranda of understanding with satellite owners.

Applicable Law

These Licence Conditions shall be construed in accordance with the law of Japan. The parties submit to the jurisdiction of courts of Japan.

Licence for ASTER Products

Where the agreement incorporating these Conditions involves the purchase of ASTER Products, the following Licence Conditions shall apply in respect of those items.

- The Purchaser shall comply with the terms of the attached ERSDAC "Agreement for the Distribution and use of ASTER Products". Except to the extent permitted by that licence agreement, the Purchaser only acquires the ASTER Products for its own use and not for resale or redistribution.
- The Purchaser acknowledges that the ASTER Products are special, unique and valuable products in which the copyright and other applicable intellectual property rights vest in the Ministry of Economy, Trade and Industry of Japan (METI) and NASA.
- GA does not warrant the suitability of the ASTER Products for any purpose.
- The Purchaser releases GA, ERSDAC, METI, and NASA ("the Providers") from any and all liability for loss, damage or injury which may be suffered by it arising from use of the ASTER Products, or the negligent provision of the ASTER Products by the Providers, and the Purchaser indemnifies the Providers in respect of any liability for loss, damage or injury which may be suffered by any person arising from use of the ASTER Products, or negligent provision of the ASTER Products by the Providers.

ERSDAC

"Agreement for the Distribution and use of ASTER Products"

1. General Provisions

This Agreement shall define applicable procedures, permitted uses and restrictions at the time that Earth Remote Sensing Data Analysis Center (hereinafter referred to as ERSDAC) provides the ASTER Products, which are produced at ERSDAC 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 ERSDAC 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 ERSDAC. 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 ERSDAC in accordance with legal capability of the party and social conventions.

"Distribution": means providing the ASTER Products to the ASTER products user.

"Satellite Operator": means the United States National Aeronautics and Space Administration (NASA) and the Japanese Earth Remote Sensing Data Analysis Center (ERSDAC), Ministry of Economy, Trade and Industry of Japan (METI).

3. User Registration

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

ERSDAC 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 ERSDAC 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 ERSDAC. The User may not:

- (i) let any third party use such information, or
- (ii) transfer, rent or lease it to any third party.

In most cases, GA will manage the User ID on behalf of the User.

4. Order

The User may order ASTER Products to ERSDAC 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 ERSDAC confirms payment by the User, or from GA acting on behalf of the User.
2. ERSDAC 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 ERSDAC separately.
2. ERSDAC may, if necessary, amend the charge from time to time.
3. In the event that ERSDAC amends the charge, if ERSDAC confirms an order from the User on or subsequent to the date of such amendment, the amended charge shall be applicable.
4. GA will notify users of the price in Australian currency, equivalent to the price in Japanese currency

7. Payment

1. The charge for the ASTER Products shall be paid to GA by either cash or 30 day credit.
2. ERSDAC shall start production and delivery of the ASTER Products to GA upon receipt of the order from GA for a registered User.
3. ERSDAC and GA shall not accept cancellation of any orders once the order has been placed.

8. Delivery Date

1. ERSDAC shall deliver the ASTER Products within approximately one (1) week after receiving the order from GA. This delivery date shall be deemed merely a target. ERSDAC'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 ERSDAC, for any reason, fails to deliver the ordered ASTER Products, the User may receive from ERSDAC 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 ERSDAC and GA.

10. Return Policy

1. 1) The User shall give ERSDAC, through GA, 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 ERSDAC/GA.

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. ERSDAC shall not assume any liability as to whether the distributed ASTER Products fit for a particular purpose of the User.
3. ERSDAC 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, ERSDAC shall replace the media on which the same have been copied and recorded, or redeliver replacements online. If, for any reason, ERSDAC is unable to do either of these, the User's sole and exclusive remedy shall be refund of the payment made, through GA.

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 ERSDAC 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 ERSDAC, 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

ERSDAC 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 ERSDAC 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

ERSDAC 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 ERSDAC;
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 ERSDAC for any other reason.

If the User's registration is cancelled, ERSDAC shall not assume any liability for distribution of the ASTER Products, including the same currently being produced or distributed. In such a case, ERSDAC may retrieve the ASTER Products. Furthermore, any payment made by the User shall not be refunded. ERSDAC shall, if requested by the User, promptly cancel the registration and delete the registration data thereof.

7. Compensation for Damage

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

18. Amendment

ERSDAC 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:

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