

End User License Agreement

The GRUS Data Products licensed under this End User License Agreement (hereinafter referred to as “EULA”) are provided under the terms and conditions set forth in the EULA, unless you (“End User”) have entered into a separate agreement with Axelspace (“the Company”). By using the GRUS Data Products, the End User acknowledges and agrees to the legally binding terms of this EULA.

Article 1. Definitions

1. “GRUS Data Product” shall mean the satellite image data captured by GRUS satellites.
2. Value Added Products (“VAP”) shall mean an altered data that has been developed, processed, analyzed, edited, integrated, etc. (hereinafter referred to as “Processing”) based on the GRUS Data Product, which contains the original pixel values of the Data Product and can be restored to the same state as the delivered Data Product.
3. “Derivative Works” shall mean information that has been derived from the GRUS Data Product that does not contain the original pixel values of the Delivered GRUS Data Product and cannot be restored to an original state.
4. “Pixel Data” shall mean the individual digital picture elements of the GRUS Data Product.
5. “Derived Information” shall mean information that has been extracted or generated from Processing of the GRUS Data Product.
6. “Derived Intellectual Property Rights” shall mean intellectual property rights related to inventions, devices, creations, trade secret which are generated by the End User through his/her Use or Processing of a GRUS Data Product.
7. “End User” shall mean any of the following entities, their employees or individuals licensed to use, develop, process, analyze, edit, integrate GRUS Data Products (hereinafter referred to as “Use.”) whether or not they entered into a contract or pay the fees.
 1. Stock companies, incorporated foundations, NPOs, and other corporations incorporated by the private sector (the identity shall be determined based on the legal entity)
 2. Governmental organizations and affiliated organizations established by the government under laws of the country
 3. Individuals engaged in business (excluding employees of the preceding items)
 4. Entities or individuals of separated organizations of the End User in cases where sharing of GRUS Data Product is granted under Article 2

Article 2. Granting of License

Subject to the terms and conditions of this EULA, the Company grants to the End User for the term of this EULA, a worldwide, non-exclusive, non-transferable right to Use the GRUS Data Product pursuant to the provisions of the “Permitted Use” set forth in the following article. Any inferred right or permission to grant a sub-license to

the GRUS Data Product is denied. The End User may share the GRUS Data Product with individuals who belong to separated organization (the identity shall be determined based on the legal entity) only if the Company grants the licence.

Article 3. Permitted Use

With respect to a GRUS Data Product and Derived Information, the End User may:

1. Use, make a copy of and store the GRUS Data Product in systems administrated by the End User for the purpose the End User reported to the Company and accepted by the Company(hereinafter referred to as “the Purpose”);
2. Generate the VAP and Derivative Works for the Purpose;
3. Loan the GRUS Product or VAP to any contractor or consultant (hereinafter referred to as “Consultant”) to conduct Processing of the GRUS Data Product or VAP on behalf of the End User on the condition that the Consultant are bound by the EULA. The Consultant shall, after the completion of the Processing/Works, return the GRUS Data Product and VAP to the End User and shall certify the destruction of all loaned GRUS Data Product or VAP or copies;
4. Publish the GRUS Data Product on an Internet in .JPEG or .PNG or any other formats which cannot be irreversibly restored to original data after making it undownloadable and labeling “©Axelspace” as a copyright notice;
5. Publish the GRUS Data Product on an Internet or Intranet environment to a form with a resolution not more than a ground resolution of ten 10 m and without positional information after attaching a copyright notice (©Axelspace) thereon;
6. Print the GRUS Data Product and distribute it for non-commercial purposes after attaching a copyright notice (©Axelspace) on the printed material; and
7. Use and distribute the Derivative Works within the scope of the Purpose, post it on an Internet or Intranet environment, and make it possible to download it from the website.

Article 4. Prohibited Matters

Without prior consent of the Company, the End User and Consultant shall not:

1. Sell, lease or assign the GRUS Data Product or VAP to any third party;
2. Change or delete the copyright notice or trademark explanation contained in the GRUS Data Product;
3. Use of the GRUS Data Product for the purpose of competitive analysis (including, but not limited to benchmarking);
4. Enable any third party other than the End User to Use the GRUS Data Product or VAP as an independent file;
5. Alter the electronic format of GRUS Data Products to remove or bypass the protection provided by the Company;
6. Reverse engineering, disassemble, decompile ,adapt the GRUS Data Product to analyze its algorithms, source code, database or data structure ; and
7. Use the GRUS Data Products for any other purpose other than the Purpose.

Article 5. Intellectual Property of GRUS Data Product

1. GRUS Data Products are protected under Japanese copyright laws and other laws and treaties concerning intellectual property rights, and all the ownerships including but not limited to intellectual property belong to the Company
2. The End Users use GRUS Data Products and VAPs for this purpose, must display the company logo or copyright notice (“©Axelspace”).

Article 6. Derived Information and Derived Intellectual Property Rights

1. The End User has the right to Use the Derived Information within the scope of the Purpose permitted by the Company.
2. The End User shall permit the Company to use the Derived Information free of charge to the extent necessary for performing its operations.
3. Derived Intellectual Property Rights shall belong to the End User; provided, however, that the End User shall permit the Company to use Derived Intellectual Property Rights free of charge to the extent necessary for performing the Company's operations and shall not exercise its moral right of authorship.
4. The details of the Company's terms and conditions of use of the Derived Information and Derived Intellectual Property Rights shall be determined through separate consultation between the Company and the End User.

Article 7. Feedback

In the event that End User provides the Company with feedback in relation to the GRUS Data Products, End User irrevocably assigns to the Company all right, title, and interest in that feedback and the Company may use such feedback without any obligation to End User.

Article 8. Confidentiality

The End User shall treat the non-public information disclosed by the Company as confidential provided that End User got a prior approval by the Company.

Article 9. Disclaimer of Warranty

GRUS DATA PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO the GRUS Data Product WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY IN TERMS OF GEOSPATIAL OR SPECTRUM ACCURACY AND PUNCTUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, AND OF NONINFRINGEMENT OF THIRD PARTY RIGHTS.

Article 10. Responsibility for Responding to Disputes Arising in Relation to the GRUS Data Product

1. The Company disclaims any responsibility for any and all legal disputes related to the Use of the GRUS Data Product by the End User.
2. In the event of any legal dispute with any third party due to or in relation to the Use of the GRUS Data Product (hereinafter referred to as "Dispute"), the End User shall immediately notify the Company thereof and settle the Dispute at its own expense and responsibility.
3. In the case where the Company suffers any damage, loss or expenses (including reasonable attorney's expenses) due to or in relation to a Dispute as stipulated in the preceding paragraph (except where the Dispute is based on any cause attributable to the Company), the End User shall indemnify the Company for damage.

Article 11. Export Control

The End User agrees to comply with, and cooperate for the Company to comply with, all applicable export and re-export control laws and regulations, including but not limited to the Foreign Exchange and Foreign Trade Act of Japan, the Export Administration Regulations maintained by the United States Department of Commerce.

The End User covenants that it shall not, directly or indirectly, sell, export, re-export, transfer or dispose of the GRUS Data Product or technology received by the Company to any countries/regions or entities/nationals prohibited under the related laws.

Article 12. Force Majeure

The Company disclaims responsibility for delay or failure in fulfillment of obligations under this EULA due to any causes not attributable to the Company such as act of God, war, riots, civil commotions, natural disasters, other force majeure events, power failure, accidents of communication facilities, suspension of provision of services due to periodical statutory repair or emergency maintenance, and establishment, amendment, or abolition of laws and regulations.

Article 13. Compensation for Damages

In the case where the Company suffers any damage due to any cause attributable to the End User related to the performance of this EULA, the End User shall compensate the Company for any and all losses, damages, claims, expense and costs for dispute resolution such as attorney's expenses incurred by the Company.

Article 14. Termination

1. The End User shall, when desiring to terminate this EULA, notify the Company in advance not later than one 30 days calendar days prior thereto. In this case, this EULA shall terminate upon the expiration of the period.
2. In the event of any unavoidable circumstances which cause the Company difficulty in providing GRUS Data Products, the Company may terminate the provision of GRUS Data Products to all End Users. In this case, the Company shall notify all End Users to that effect in advance not later than 30 days calendar days prior thereto and EULA will terminate upon expiration of the period.

Article 15. Cancellation

1. The Company or the End User may cancel this EULA in whole or in part with immediate effect without demand in cases where:
 1. the other party breaches any articles of this EULA or any act of disloyalty;
 2. the other party suspends payment or files a petition for provisional attachment, attachment, auction, commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings, or commencement of special liquidation;
 3. the other party receives a disposition to suspend of transactions with a clearinghouse;
 4. the other party received a disposition of delinquency for delay in payment of taxes and public dues;or
 5. any other events equivalent to the preceding items which make it impossible to continue this EULA.
2. The Company or the End User may, when finding that the other party violates any of the provisions of this EULA and fails to correct its default after receiving a demand with a reasonable period, terminate this EULA in whole or in part.
3. In the case where the End User uses the GRUS Data Product improperly or violates this EULA, the Company may take any one (1) or multiple measures out of those set forth in the following items in addition to or in place of termination of this EULA or legal measures including claiming for compensation for damages.
 1. To prohibit the End User from Use of the GRUS Data Product
 2. To charge the End User an appropriate additional fee for the Use, of the GRUS Data Product

3. To conduct an audit to check whether the End User uses the GRUS Data Product improperly or violates this EULA at End User's costs and expense

Article 16. Effective Period

This EULA shall apply to the Company and the End User until this EULA terminates due to cancellation, termination, or any other cause.

Article 17. Measures to be Taken after Termination of Agreement

In the case where this EULA is terminated for any reason whatsoever, the End User shall destroy or return to the Company all GRUS Data Products (including copies and adaptations thereof) and media on which the Derived Information is recorded and delete them from any and all electromagnetic recording media managed or contracted by the End User. The Company may request that the End User certify in writing the GRUS Data Product (including copies and adaptations thereof) has been destroyed or deleted.

Article 18. Amendment

1. The Company reserves the right to amend or change this EULA at its sole discretion without consent of the End User. The End User acknowledge and agree that the amended EULA will be applied to the terms and conditions of providing the GRUS Data Product after the amendment of EULA.
2. The Company shall, when amending this EULA, notify the End User of the details of the amendment(s) with prior notice of not less than 14 calendar days with all notifications announced and posted on the AxelGlobe platform (<https://www.axelglobe.com/en/sitemap>).

Article 19. Assignment of Status under Agreement

The End User shall not assign, transfer, grant security interests on or otherwise dispose of the rights or obligations under the EULA without the prior written consent of the Company.

Article 20. Severability

Even in the case where any provisions of this EULA are held to be legally invalid or unenforceable, the other provisions of this EULA shall remain valid and enforceable.

Article 21. Non-waiver

Any waiver of right shall be certified in writing. Even in the case where either party of this EULA fails to request or delays requesting the other party to fulfill the obligations hereunder, this shall not be regarded as waiver of the right to request fulfillment of such obligations or other obligations subsequently.

Article 22. Survival Clause

Article 5 (Intellectual property of GRUS Data Product), Article 7 (Feedback), Article 8 (Confidentiality), Article 9 (Disclaimer of Warranty), Article 10 (Responsibility for Responding to Disputes Arising in Relation to the GRUS Data Product), Article 13 (Compensation for Damages), Article 17 (Measures to be Taken after Termination of Agreement), Article 19 (Assignment of Status under Agreement), Article 20 (Severability), Article 21 (Non-waiver), this article (Survival Clause) and Article 23 (Language, Governing Law and Jurisdiction) hereof shall survive the termination of this EULA.

Article 23. Language, Governing Law and Jurisdiction

1. This EULA is made in Japanese and translated into English. The Japanese text is the original and the English text is for reference purpose. If there is any conflict or inconsistency between these two texts, the Japanese text shall prevail.
2. This EULA shall be governed by the laws of Japan without regard to conflict of laws principles.
3. Any and all disputes arising out of or in relation to this EULA shall be submitted to the exclusive jurisdiction of the Tokyo District Court of Japan in the first instance.

Prescribed June 16th, 2021

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