

## **License Terms and Conditions of AW3D WORLD 3D Topographic Data**

This License Terms and Conditions of AW3D WORLD 3D Topographic Data (“License Conditions”) will be incorporated into an License Agreement (defined Article 1.7) concerning a license of the Products (defined Article 1.1) , between NTT DATA Corporation, a Japanese corporation with its principal place of business at 3-3-3 Toyosu, Koto-ku, Tokyo, Japan ("NTT DATA") and You.

### Article 1. Definitions

As used in the License Agreement and this License Conditions, the following terms have the meanings set forth below:

1. “Products” mean topographic data products specified in the License Agreement, which consist of Product A, Product B and Product C which are defined below. If any question arises as to which among the three categories a Product falls into, that question shall be decided by the JAXA, RESTEC and NTT DATA whose decision shall be final.
2. “Product A” means products jointly created by Japan Aerospace Exploration Agency (“JAXA”), Remote Sensing Technology Center of Japan, a foundation organized and existing under the laws of Japan (“RESTEC”) and NTT DATA without any processing or modification by Distributors nor Customer such as DSM Processed Raw Data (Defective images kept unprocessed.)
3. “Product B” means processed or modified Product A to the extent the product retains the original pixel structure of Product A and is restorable to Product A.
4. “Product C” means Processed or Modified Product A and B to the extent the product doesn’t retain the original pixel structure of Product A and B and is not restorable to Product A.
5. “Customer Product(s)” means Product processed or modified by Customer and Customers’ own product which incorporates Product C or processed or modified Product by Customer. Customer Product(s) shall NOT retain the original pixel structure of any Product. You are not licensed to create Customer Product(s) in a way that a Product is restorable to the original pixel structure.
6. “Confirmation Letter” means a letter to confirm a purpose for which a Product is used and to be issued and submitted to NTT DATA by You before You place an order for a Product. The format of Purpose of Use Confirmation shall be provided by NTT DATA. You acknowledges that a fraudulent or false statement in Confirmation Letter is a breach of License Agreement that Confirmation Letter refers to.
7. “License Agreement” means an agreement between NTT DATA and You concerning the sales the Product which consists of a purchase order (“PO”) and a letter to notify acceptance of PO. (“Letter of Acceptance.”). The PO is an offer by You to purchase licensed Products (or a Product) from NTT DATA and is subject to the terms herein and therein. The PO is not binding on either party until it is accepted by NTT DATA. When NTT DATA accepts the PO, NTT DATA shall send the Letter of Acceptance to You.
8. “Purpose” means the purpose described in Confirmation Letter.
9. “Territory” means a jurisdiction, country or any other area specified in Letter of Acceptance.
10. “NTT DATA’s Marks” means the trademarks, trade name and other marks of NTT DATA.
11. “JAXA Images” mean ADVANCED LAND OBSERVING SATELLITE CG images separately provided by NTT DATA or distributor authorized by NTT DATA to You.

12. “Intellectual Property Rights” mean any and all intellectual property rights including, but not limited to, copyright, trademark, patent rights, trade secrets, moral rights, sui generis rights and other related right.
13. “Confidential Information” means metadata and other confidential and proprietary information of NTT DATA, RESTEC and/or JAXA that is labeled or identified as “Confidential” or similar legend.
14. “You” means an entity that purchases licensed Products from NTT DATA.
15. “Member Entity” means an entity listed in Purpose of Use Confirmation that are engaged in a Project with You.

#### Article 2. Order of Precedence

1. If there is any discrepancy among Confirmation Letter, PO, Letter of Acceptance and this License Conditions, the following order of precedence shall apply :
  - (1) Letter of Acceptance;
  - (2) PO
  - (3) License Conditions; and
  - (4) Purpose of Use Confirmation.
2. Notwithstanding anything to the contrary in the License Agreement, You acknowledge and agree that NTT DATA retains the right to change the provision of License Agreement and/or terminate License Agreement at any time with prior written notice to You.

#### Article 3. License Granted

1. Subject to Your compliance with the License Agreement, NTT DATA grants You a non-exclusive, non-transferable, limited license, only during the effective term of the License Agreement and within the Territory:
  - 1) To use the Products solely for the Purpose.
  - 2) To copy the Products in a computer storage devices or medium by You solely for the Purpose, provided that, duplicated Products shall be deemed as a Products.
  - 3) To alter, modify the Products. Provided that, any data created by altering or modifying Products shall be deemed as a Products.
  - 4) To make, develop, create Customer Products
  - 5) To sell Customer Products and services using or incorporating the Customer Products and reproduce the Customer Products for the purpose of such sales.
2. Subject to Your compliance with the License Agreement, You may print the Products and distribute such printed Products solely for non-commercial purposes, to be used in brochures, catalogs, specifications or handouts used for promotion, proposal or lecture.
3. You acknowledge and agree that, when NTT Data finds the Purposes stated in a Confirmation Letter to be inappropriate or have enough reason to assume either You or your affiliates are engaged in inappropriate activities (such as sponsoring terrorists) or JAXA , authorities and/or regulatory agencies request(s) to stop selling or licensing, NTT DATA may, at its discretion, reject a PO from You.
4. Provided that You shall be responsible for any and all acts and omissions of Member Entity as if that are Your own, NTT DATA grants Member Entity a non-exclusive, non-transferable, limited license, only during the effective term of the License Agreement and within the Territory to engage in from 3.1.1.1) to 3.1.1.4) with You.

5. You shall impose on Member Entity the responsibilities equivalent to Your responsibilities specified in License Agreement.

#### Article 4. Restriction in License

1. Except as expressly permitted in Article 3, You shall not, and shall not permit any third party to: (a) publish, transmit, reproduce, create derivatives of or otherwise utilize the Products in any form, format or media; (b) merge the Products with any other data, information or content; (c) attempt to derive the original data structure of the Product;; (d) distribute, sublicense, rent, lease or loan the Products; (e) use the Products for the business needs of any third person or entity, including without limitation, providing any services to any third parties; (f) remove, bypass or circumvent any electronic or other forms of protection measure included on or with the Products; (g) alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Products; or (h) otherwise use or access the Products or any derivatives for any purpose not expressly permitted under the License Agreement.
2. You shall not change the content and appearance of NTT DATA's Marks and JAXA Images without prior written approval of NTT DATA.
3. You agrees to take no action which is intended, or would reasonably be expected, to harm JAXA, NTT DATA and RESTEC or their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the said companies.

#### Article 5. Intellectual Property Rights

1. You recognize and agree that the Products are properties of NTT DATA, RESTEC and/or JAXA and contain valuable assets and proprietary information of NTT DATA, RESTEC and/or JAXA.
2. The Products, and all Intellectual Property Rights therein and related thereto, and all rights arising from or pertaining to the foregoing rights, are and will remain the exclusive property of NTT DATA, RESTEC and/or JAXA.
3. All rights in and to the Products not expressly granted to You are reserved by NTT DATA, RESTEC and/or JAXA.
4. The License Agreement do not grant You any title to the Products or any copies of the Products.
5. You recognizes and agrees that Intellectual Property Rights of the Products in any derivatives, including, but not limited to, Customer Products , do not provide You with any rights in or to any Products used or incorporated in that derivatives, including without limitation, Customer Products except as granted under the License Agreement.

#### Article 6. Copyright Notice

You shall display the copyright notice conspicuously to any media which contains the Products as follow.

©JAXA, RESTEC and NTTDATA

In addition, You shall display the aforesaid copyright notice inside of the Products or on/under the Products, for the latter case, any characters, tables or images shall not lap over or otherwise hide the copyright notice.

#### Article 7. Audit

1. If NTT DATA deems necessity to verify Your use of Products and use by Member Entity, NTT

DATA may request You to submit proof necessary for such verification and You shall fulfill such request.

2. During the term of this Agreement, and for five (5) year after any termination or expiration hereof, NTT DATA or a third party designated by NTT DATA (“Representative”), upon reasonable prior notice to You and as is reasonably necessary to verify Your compliance with this License Agreement, inspect the agreements, business records, computer processors, equipment, and facilities of Yours and Member Entity during normal working hours. While conducting these inspections, NTT DATA and its Representatives shall be entitled to copy any item that You and Member Entity may possess in violation of this Agreement.
3. You shall cooperate with Audits stated in the preceding sections and ensures that Member Entity cooperates with the Audit.

#### Article 8. Injunctive Relief

You acknowledge that any actual or threatened breach of the License Agreement will constitute immediate and irreparable harm to JAXA, RESTEC and/or NTT DATA for which monetary damages would be an inadequate remedy. Therefore, without limiting any other remedy available at law or in equity, upon any such breach or any threat thereof, NTT DATA will be entitled to seek injunctive relief against You as remedy for such breach. To the fullest extent not prohibited by applicable law, any action brought for such relief may be brought by NTT DATA upon ex parte application and without notice or posting of any bond, and You expressly waive any requirement for notice or the posting of any bond. If any action is brought to enforce the License Agreement, the prevailing party will be entitled to receive its reasonable attorney’s fees, court costs, and other collection expenses, in addition to any other relief it may receive.

#### Article 9. Confidentiality

The Products include Confidential Information. You shall not use any Confidential Information for any purpose other than the Purpose and expressly permitted hereunder and will disclose Confidential Information only to Your employees and Member Entity who have a need to know for the Purpose and who are under a duty of confidentiality no less restrictive than Your duty hereunder. You will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as You protect Your own confidential or proprietary information of similar nature and with no less than reasonable care.

#### Article 10. (NOT USED)

#### Article 11. Disclaimer of Warranty

PRODUCTS ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED. NTT DATA HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. NO ADVICE OR INFORMATION GIVEN BY NTT DATA OR DISTRIBUTOR AND RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY

#### Article 12. Limitation of Liability

1. In no event will NTT DATA, RESTEC or JAXA be liable for any incidental, consequential, special, exemplary, or indirect damages (including lost profits or lost data) arising from, or relating to, the License Agreement or the products, even if NTT DATA, RESTEC or JAXA have been advised of the possibility of such damages.
2. NTT DATA, RESTEC and JAXA's total cumulative liability in connection with this License Agreement and the Products, whether in contract or tort or otherwise, will not exceed the amount of fees paid to NTT DATA for the Product that caused the damage. This Article 12 shall be given full effect even if the warranty provided in Article 11 is deemed to have failed of its essential purpose.

#### Article 13. Indemnification

You will indemnify, defend, and hold harmless NTT DATA, RESTEC and JAXA, and subsidiaries, affiliates and subcontractors, and their respective owners, officers, directors, employees and agents thereof, from and against any and all direct or indirect claims, damages, losses, damages, liabilities, expenses, and costs (including reasonable attorneys' fees) arising from or out of: (1) Your use of the Products and its derivatives, including, but not limited to, Customer Products, for any purpose and any activities in connection with the License Agreement and the Products; (2) Your actual or alleged breach of any provision of the License Agreement; or (3) damage to property or injury to or death of any person directly or indirectly caused by You. NTT DATA will provide You with notice of any such claim or allegation, and NTT DATA has the right to participate in the defense of any such claim at its expense.

#### Article 14. Term and Termination

1. The License Agreement, remains in full force until terminated as provided below.
2. You may terminate the License Agreement by deleting and discarding all the Products and its copies, however You shall not be entitled to seek refund for the license of the Products.
3. NTT DATA may terminate the License Agreement when You breach any provision of the License Agreement with written notice to You. Such termination becomes immediately effective upon such notice.
4. You acknowledge and agree that NTT DATA retains the right to terminate the License Agreement with written notice to You, when: JAXA and/or RESTEC, the other IP owners of the Products, authorities and/or regulatory agencies requested to NTT DATA to terminate the licensing of the Products. Such termination becomes immediately effective upon such notice.
5. Upon termination of the License Agreement, all rights granted to You and Member Entity under the License Agreement shall immediately cease and You and Member Entity shall, at Your own cost and responsibility, : (a) discontinue all the use of the Products and its derivatives, including, but not limited to, the Customer Products You have created, hereunder; (b) purge all copies of the Products and its derivatives, including, but not limited to, the Customer Products or any portion thereof from all computer storage devices or medium on which You have placed or Member Entity placed the Products and its derivatives, including, but not limited to, the Customer Products; and (c) give NTT DATA a written certification that You and Member Entity have complied with all of Your obligations under this Article 14.5.
6. NTT DATA shall have no liability to You nor Member Entity for any reason whatsoever to pay

compensation or remedy for loss or damage that resulting from any termination of the License Agreement.

7. Article 5, 7, 8, 9, 11, 12, 13, 14.4, 14.5, 14.6, 15, 16, 17, 18, 19, 20, 21 of this License Conditions as an integral part of the License Agreement shall survive any expiration or termination of the License Agreement.

#### Article 15. Export Control

No Products and its derivatives, including, but not limited to, Customer Products, and the technology contained in it shall be exported or re-exported to any country, except in accordance with applicable export control laws and regulations. Further, if requested by NTT DATA, You shall sign written assurances and other export-related documents to certify compliance with such export laws and regulations.

#### Article 16. Governing Law and Dispute Resolution

The validity, interpretation and enforceability of the License Agreement, shall be governed by the laws of Japan, without reference to its conflict of laws provisions. All disputes, controversies or differences which may arise between the parties hereto, out of or in connection with the License Agreement or the breach thereof, shall be finally settled by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association as in force on the date of the License Agreement. The award rendered by the arbitrator(s) shall be final and binding upon the parties. Judgment upon the award may be entered in any court having jurisdiction thereof.

The arbitration shall be conducted by three (3) arbitrators in English. Notwithstanding the foregoing, NTT DATA may seek injunctive relief against You from any other judicial or administrative authority pending the resolution of such controversy or claim to protect Confidential information or other Intellectual Property Rights.

#### Article 17. Entire Agreement

The License Agreement constitutes the entire understanding and agreement between NTT DATA and You for the licensing of Products listed in Letter of Acceptance and any prior or contemporaneous representations, either oral or written are hereby superseded.

#### Article 18. Waiver

No failure or delay of one party to require performance by the other of any provision of the License Agreement shall in any way adversely affect such party's right to require full performance of such provision after that. No waiver by one party of a breach of any provision of the License Agreement shall be considered to be a waiver by such party of any succeeding breach of such provision.

#### Article 19. Severability

If any provision or any portion of the License Agreement shall be held to be void or unenforceable, the remaining provisions of the License Agreement and the remaining portion of any provision held void or unenforceable in part shall continue in full force and effect.

#### Article 20. Assignment

You shall not assign or delegate the License Agreement or Your rights or obligation thereunder

without NTT DATA's prior written consent. Even in the event of assignment or delegation without NTT DATA's prior written consent, You shall remain liable to NTT DATA and shall not be relieved of any obligation under the License Agreement.

Article 21. Notice

All notices required or permitted to be given under the License Agreement shall be made in writing, and shall be given by facsimile or prepaid registered airmail letter to the addresses shown below. All notices shall be deemed to have been received on the day when received by NTT DATA.

NTT DATA Corporation 3-9, 3-chome, Toyosu, Koto-ku, Tokyo, 135-6033, Japan

Attention: Koji Kato , Senior Executive Manger

Tel: +81-50-5546-2705

Facsimile: +81-3-3532-0910

Date Established: 1<sup>st</sup> April, 2016