

License Agreement for the Use of Image Data

This License Agreement for the Use of Image Data (this “**Agreement**”) between Kokusai Kogyo Co., Ltd. (the “**Company**”) and the customer stated in the order form (the “**Customer**”) related to the product below (the “**Product**”)

Product:

Aerial Image (Ortho Image) Data

- In addition to the above data, the Product shall include related materials that Company shall separately specify.
- The details of the Product (date and time of creation, target location, format, etc.) and quantity shall be based on the order form and order confirmation (the “**Contract Documents**”) separately designated by Company.

Article 1 (Application)

This Agreement shall apply when Customer Uses the Product.

Article 2 (Definitions)

As Used in this Agreement, the following terms shall have the meanings specified below:

- (1) “**Recording Medium**” means the electronic storage medium (including, but not limited to, HDD, DVD and USB memory) on which the Product is recorded.
- (2) “**Use**” means the acts of reading the Product from the Recording Medium; executing the Product or displaying it on a screen on a computer terminal such as a personal computer; and copying, adapting, or modifying the Product.

Article 3 (Grant of License)

1. Company grants Customer a non-exclusive license to Use the Product.
2. Any quotation, purchase order, order confirmation, and other documents provided by Company to the customer that states “sales of the Product”, “purchase of the Product” or similar statements shall not transfer any rights related to the Product, but only grants permission to Use to the customer according to this Agreement as described in the preceding Paragraph.
3. Customer may not copy the Recording Medium to other media including for the purpose of backup. If the Recording Medium is damaged, Company shall replace it for an additional fee.
4. Customer may not conduct any of the following acts without the prior written consent of Company:
 - (1) Grant, transfer, lend, or transfer possession of the Recording Medium to a third party, or providing it as collateral;
 - (2) Sublicense the right to Use the Product to a third party or grant, transfer, lend, assign to a third party the right to Use the Product, or collateralizing the customer's right to Use the Product;
 - (3) Display, implement, or incorporate all or part of the Product on a part of other products and services that shall be provided to a third party, including any to deliverables of work outsourced to Customer by a third party; and
 - (4) Any other acts separately designated by Company that are equivalent to the acts listed above.
5. Customer may Use the Product only in Japan. If Customer Uses the Product outside Japan, Customer shall do so at its own expense and responsibility. Company shall not be liable for any Use of the Product outside of Japan.

Article 4 (Use of the Recording Medium and the Product)

1. Customer's Use of the Recording Medium (including storage thereof) and the Product shall be limited to Customer's internal use, unless with the prior written consent of Company.
2. Customer may Use derivative works generated by its Use of the Product; however, such Use may not exceed the scope of the Use pursuant to this Agreement.
3. Customer must store and Use the Recording Medium and the Product with the care of a good manager in accordance with the intended purpose of Use and observing applicable laws and regulations.

Article 5 (Ownership of Copyright)

All ownership rights, copyrights, and other intellectual property rights related to the Product shall belong to Company or a third party designated by Company.

Article 6 (Warranty)

1. The Product is provided to Customer on an as-is basis. Unless otherwise provided in this Agreement, Company neither represents or warrants that the Product shall operate correctly on Customer's hardware and software programs nor does not contain any data defects. Other than as provided in this Agreement, Company denies and disclaims all other warranties of the Product, explicit or implied, including but not limited to any non-infringement of third-party rights, the warranties of quality, performance, merchantability, and fitness for a particular purpose.
2. Notwithstanding the above, Company shall, in the event Company has provided an incorrect product to Customer, when the Product is objectively unusable due to a defect such as a serious bug issue, or when there is a physical defect in the Recording Medium, replace the Product with a non-defective Product or a substitute Product after consulting with Customer. In addition, if the defect in the Recording Medium was caused by Customer, or if the Recording Medium is replaced after three (3) months have passed after its delivery, a separate exchange fee shall be charged to Customer.
3. Company shall not be liable for any discrepancy between the Product and the actual terrain shape or geographical features at the time Customer Uses the Product.
4. Company represents and warrants that the Recording Medium and the Product do not contain any data that could maliciously cause damage to Customer such as computer viruses and malware.
5. The warranties set forth in this Article are exclusive and are in lieu of all other warranties whether statutory, express, or implied (including all warranties of merchantability and fitness for a particular purpose, and all warranties arising from course of dealing or usage of trade). Company shall not be liable for any damages caused to Customer due to Customer's Use of the Product unless otherwise provided in this Agreement.

Article 7 (Risk of Loss)

Customer shall bear any risk of loss or damage after the Recording Medium is delivered to Customer except when the loss or damage were caused by Company.

Article 8 (Fees)

1. Customer shall pay fees for the Use of the Product (“**Fees**”) as provided in the Contract Documents.
2. Customer shall pay the Fees, including any consumption tax and local consumption tax thereto, by way of bank transfer to the bank account with in the payment deadline specified in the Contract Document and/or the invoice provided by Company. Customer shall bear any bank charges.

Article 9 (Confidentiality)

1. Each party (the “Receiving Party”) shall keep confidential and may not disclose any information disclosed by the other party (the “Disclosing Party”) in connection with this Agreement (“Confidential Information”), and shall not use such Confidential Information for any purpose other than as provided herein without the prior written consent of the Receiving Party; provided, however, that the Confidential Information does not include information that:
 - (a) is already known prior to the disclosure by the Receiving Party;
 - (b) is or becomes publicly known through no breach of this Agreement by the Receiving Party;
 - (c) is independently developed by the Receiving Party without the use of the Disclosing Party’s Confidential Information and evidence exists to substantiate such independent development;
 - (d) information that is obtained from a third party, and that third party is not, in good faith belief to the recipient, under any legal obligation of confidentiality; or
 - (e) the Receiving Party receives written permission from the Disclosing Party for the right to disclose any Confidential Information.
2. Notwithstanding the provisions of the preceding Paragraph, the Receiving Party may disclose the Confidential Information:
 - (a) to its directors, employees, lawyers, public accountants, tax accountants and other professional advisers who need to know the Confidential Information for the performance of this Agreement; or
 - (b) under compulsion of laws or regulations, by judgment, decision, or order from any court, by regulation, order or request from any governmental authority, public body, regulatory body including financial instruments exchanges.
3. If the Receiving Party discloses the Confidential Information to a third party according to item (a) of the preceding Paragraph, it must impose the same confidential obligations as the obligations provided here on such third party and any breach of such obligations by the third party shall be deemed as a breach of this Agreement by the Receiving Party.
4. If the Receiving Party discloses the Confidential Information according to item (b) of Paragraph 2, it must promptly inform the Disclosing Party of such disclosure, to the extent permitted by laws or regulations, before disclosing such Confidential Information, and cooperate with the Disclosing Party as reasonable to assist the Disclosing Party’s efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information which the Receiving Party is compelled to disclose.
5. The Receiving Party must promptly upon receipt of the Disclosing Party’s written request or promptly after the termination or expiration of this Agreement, either return or destroy (at the other party’s reasonable choice) all Confidential Information, including copies or reproductions thereof.

Article 10 (Term and Termination)

1. This Agreement shall take effect when Customer commences Use of the Product.
2. If Customer violates any of the terms of this Agreement, Company shall immediately terminate this Agreement without prior notice, and Customer shall not be able to Use the Product.
3. If this Agreement is terminated, Customer must immediately return the Recording Medium to Company.

Article 11 (Limitation on Damages)

1. Subject to Paragraph 2, Article 11, Company shall not have any liability in relation to any conclusions drawn by Customer or any third

party from its use of the Product. Company shall not be liable to Customer for any costs, expenses or losses suffered or incurred by Customer as a result of it relying on the Product.

2. The cumulative liability of Company to Customer for all claims arising under or related to this Agreement, whether in contract, tort or otherwise, shall not exceed the total amount of fees paid to Customer for Use of the Product. Notwithstanding the foregoing, in no event shall Company be liable to Customer or any other party for damages for lost profits, or any indirect, special, incidental, or consequential damages arising out of this agreement, even if Company has been advised of the possibility of such damages or is negligent. However, the foregoing limitation on liability shall not apply in the event of Company’s gross negligence or willful misconduct or if Company was in breach of Article 9.

Article 12 (Governing Law)

This Agreement shall be governed by and construed according to the laws of Japan without reference to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

Article 13 (Dispute Resolution)

1. Any matter not stipulated in this Agreement or any doubt relating to this Agreement shall be first resolved by consultation between the parties in good faith.
2. The Tokyo Summary Court or the Tokyo District Court, depending on the amount of the complaint, has exclusive jurisdiction in the first instance in resolving matters that could not be resolved by the consultation set forth in the preceding Paragraph and other disputes concerning this Agreement.
3. Notwithstanding the provisions of the preceding Paragraph, if Customer is a business operator outside Japan, the final solution shall be achieved by the arbitration procedure according to the Interactive Arbitration Rules of the Japan Commercial Arbitration Association. The arbitration procedure shall be conducted in Japanese in Tokyo, Japan.

Article 14 (Sublicense)

1. Notwithstanding the provisions of Article 3, Paragraph 4 and Article 4, Paragraph 1, Customer may provide the Recording Medium to a third party and sublicense the Use of the Product or its derivative works under Article 4, Paragraph 2 to a third party only if all the following conditions are met:
 - (1) Customer informs Company in advance of the name, address, industry of the third party to whom the Recording Medium or the Product shall be provided, the purpose of use, or intended use of the Product by the third party, and any other matters separately designated by Company, and notifies Company that it wishes to sublicense the Use of the Product to such third party (such third party, the “Sublicensee”).
 - (2) Sublicensee may use the Recording Medium or the Product for its internal use only. By way of example, Sublicensee may neither provide all or part of the Product or its derivative works to its own customers, nor incorporate the same into its products and services and provide them to its customers. Sublicensee may not sublicense the Use of the Product to any third party.
 - (3) Company agrees to stipulate provisions which are different from the provisions of Article 3, Paragraph 4 and Article 4, Paragraph 1 in the quotations, purchase orders, order confirmations, Contract Documents designated by Company, and other documents provided by Company.
 - (4) Customer shall cause the Sublicensee to comply with the provisions of Articles 3 to 6 and Articles 11 to 13.
 - (5) Customer acknowledges that the sublicense shall be terminated. If Sublicensee breaches any of the provisions quoted in the preceding Paragraph and shall be jointly and

severally liable with the third party to compensate Company for any damages incurred due to.

2. The provisions of this Article shall not be construed as obliging Customer to consent or agree to the sublicense of the Use of the Product from Customer to a third party.

Article 15 (Entire Agreement)

This Agreement sets forth the entire Agreement between the parties and supersedes any and all express or implied Agreements entered into between the parties before the execution of this Agreement.

Article 16 (Force Majeure)

Except for payment obligations, neither party is liable for any failure to perform or any delay in performing any of their respective obligations under this Agreement due to an act of God, war, riot, earthquake, fire, flood, explosion, governmental orders, or restrictions, strikes or other labor troubles, or any other cause beyond the reasonable control of the affected party. Any affected party must promptly notify the other party in writing upon occurrence of any of the above force majeure events and must make its best efforts to recommence its performance of obligations as soon as possible.

Article 17 (Export Control)

The Product and the Recording Medium may be subject to export control laws, and each party shall comply with all such laws, to the extent applicable.

Article 18 (Severability)

Any Articles or provisions of this Agreement which are invalid or unenforceable shall have no influence upon the validity or enforceability of the remaining Articles or provisions of this Agreement.

Article 19 (Waiver)

Any failure by either party to exercise any right provided in this Agreement or to protest any breach of this Agreement by the other party shall not be deemed to be a waiver of such party's right to exercise the said right or to protest the said breach.

Article 20 (Assignment)

This Agreement may not be assigned by Customer without Company's prior written consent.

Article 21 (Remedy)

Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies to enforce confidentiality pursuant to this Agreement.