

RABBIT (Risk Avoidance assist tool based on debris collision proBaBiliTy)

Terms of Use

2020/07

Revised 2021/07

Japan Aerospace Exploration Agency

Space Tracking and Communications Center

Flight Dynamics Team

PREAMBLE

Users (hereinafter referred to as "User") who intend to install and use RABBIT, a risk avoidance assist tool based on debris collision probability (hereinafter referred to as "RABBIT"), should read each provision of the "RABBIT (Risk Avoidance assist tool based on debris collision proBaBiliTy) Terms of Use" (hereinafter referred to as "Terms of Use") carefully. These Terms of Use include license requirements and disclaimers for installing and using RABBIT. If the User agrees to all of these Terms of Use, the User should check "I accept these Terms of Use." displayed on the user registration form. If the User disagrees with some parts of these Terms of Use, the User should not check "I accept these Terms of Use." and should not install or use RABBIT. The Japan Aerospace Exploration Agency (hereinafter referred to as "JAXA") may amend, modify, or add (collectively referred to as "Change" or "Changes") any provision of these Terms of Use at any time without prior notice. Changes to these Terms of Use will apply between the User and JAXA upon updating the JAXA website, and the latest Terms of Use are available on the JAXA website.

Please note that RABBIT is based on the following paper from the University of Colorado. University of Colorado Denver (2011) 「Optimal Collision Avoidance of Operational Spacecraft in Near-Real Time」

https://clas.ucdenver.edu/mathematical-and-statistical-sciences/sites/default/files/attached-files/spring_2011_-_spacnav_engau.pdf

<http://math.ucdenver.edu/events/QueryEvent.php>

[On 17 June 2019 Confirmed]

ARTICLE 1: USER REGISTRATION AND HANDLING OF PERSONAL INFORMATION

1. Before installing or using RABBIT, the User must agree to these Terms of Use, complete

a user registration form, and submit it to JAXA (hereinafter collectively referred to as "User Registration.")

2. The mail address to be registered at the time of the User Registration must belong to the organization to which the User belongs. The notification from JAXA shall be deemed to have arrived at the time when the mail should have normally arrived by sending the mail to the mail address registered by the User, and JAXA shall not assume any responsibility for non-delivery of the mail.
3. Personal information registered at the time of the User Registration shall be appropriately managed by JAXA and used only for the purpose of using RABBIT. The purpose of using RABBIT includes, for example, understanding the status of use of RABBIT, user awareness surveys for the purpose of improving the functionality of RABBIT, public awareness of the use and update of RABBIT, and other matters related to the effective use of RABBIT.
4. If JAXA entrusts a third party with part of the business related to RABBIT (system management, user management, help desk work, and the like), it will entrust the handling of all or part of the personal information registered at the time of the User Registration to the third party under necessary and appropriate supervision.

ARTICLE 2: LICENSE GRANT

1. The copyright of RABBIT belongs to JAXA, and JAXA grants to the User the right to install and use RABBIT (hereinafter referred to as "License") on the number of computers requested at the time of the User Registration as provided in ARTICLE 1 of these Terms of Use at no charge to the extent that the User complies with these Terms of Use.
2. The rights granted pursuant to the preceding paragraph shall be non-transferable, non-sublicensable, and non-exclusive.
3. The User acknowledges that these Terms of Use do not grant the User any permission to copy RABBIT beyond the scope authorized pursuant to Paragraph 1 and do not authorize the use of RABBIT for public transmission, lending, adaptation, or other non-compliance with Paragraph 1.

ARTICLE 3: PURPOSE OF USE

1. The User may use RABBIT for non-commercial purposes only, and the User may not use RABBIT for commercial purposes or allow any third party (for any purpose) to use RABBIT.
2. If the User wishes to use RABBIT for commercial purposes, the User shall separately discuss the propriety, conditions, and the like with JAXA.

ARTICLE 4: ENVIRONMENT

1. JAXA provides a recommended environment on its website but does not guarantee the operation of RABBIT in the User's individual computer environment.
2. RABBIT is developed in MATLAB language but can be used without MATLAB installation by installing MATLAB Runtime corresponding to the version of MATLAB in which RABBIT was compiled. In this case, RABBIT may not work due to an error inherent in MATLAB Runtime, but JAXA does not take any responsibility for this.

ARTICLE 5: VERSION UPGRADE

1. JAXA may make changes to RABBIT due to version upgrade and the like.
2. In the case of the preceding paragraph, any User who wishes to install and use the modified RABBIT may register as a new User and obtain a license for the modified RABBIT.

ARTICLE 6: TREATMENT OF RESULTS

1. Data and other results obtained by the User using RABBIT in accordance with these Terms of Use belong to the User. However, when disclosing the results, include an acknowledgment that the User used RABBIT.
2. If the results set forth in the preceding paragraph are sourced from data obtained under an SSA agreement with USSTRATCOM in the United States, the User shall manage them at the security level specified in the SSA agreement.

ARTICLE 7: PROHIBITED ACT

The User may not do the following with respect to RABBIT except as permitted by these Terms of Use without the prior consent of JAXA:

- (1) Reproducing RABBIT, in whole or in part, without the conditions set forth in these Terms of Use.
- (2) Altering or adapting RABBIT in whole or in part.
- (3) Analyzing the structure, function, processing method, and the like of RABBIT or trying to obtain the source code of RABBIT by any means including tracing, debugging, disassembling, and decompiling RABBIT.
- (4) Embedding RABBIT, in whole or in part, as part of any other software; or embedding any software, in whole or in part, as part of RABBIT.
- (5) Removing or altering any intellectual property notices in RABBIT.
- (6) Using RABBIT for commercial purposes.

- (7) Allowing third parties to use RABBIT.
- (8) Any other use or use beyond the scope expressly permitted by these Terms of Use.

ARTICLE 8: DISCLAIMER AND NON-WARRANTY

1. The User shall use or exploit RABBIT at the User's own responsibility and judgment, and JAXA shall not be liable for any damage arising out of or in connection with such use or exploitation.
2. RABBIT is provided AS IS, and JAXA does not warrant that the information in RABBIT is free from failures, errors, bugs, or interruptions, nor does it warrant the reliability, accuracy, completeness, safety, or effectiveness of RABBIT, and JAXA assumes no responsibility for any defects in RABBIT.
3. If a third party incurs damages as a result of the use or exploitation of RABBIT by a User, and such third party makes a claim against the User for damages and the like, regardless of whether the claim is a lawsuit or not, JAXA shall not be held liable, and the User shall resolve this at the User's own responsibility and expense.
4. If a third party incurs damages as a result of the use or exploitation of RABBIT by a User, and such third party makes a claim against JAXA for damages and the like, regardless of whether the claim is a lawsuit or not, the User shall defend, hold harmless, and indemnify JAXA with respect to such claim, and the User shall bear all expenses incurred by JAXA in resolving such claim (including the payment of attorneys' fees, compensation, settlement money, and judgment money.)
5. JAXA does not guarantee that RABBIT will not infringe any third party's patent rights, copyrights, or other intellectual property rights, and even if the User receives a complaint (including warnings and the filing of lawsuits) from a third party regarding the intellectual property rights infringement in connection with RABBIT, JAXA shall not be held liable and the User shall resolve the complaint at the User's own responsibility and expense.
6. If JAXA incurs any damage as a result of the User's use of RABBIT, JAXA does not waive any contractual or statutory liability of the User.
7. If JAXA terminates the License pursuant to Article 9 of these Terms of Use, it shall not be liable for any damages arising out of or in connection with the termination of the License.
8. The User shall comply with all necessary laws and regulations (including, but not limited to, laws concerning export control and intellectual property rights) and contractual obligations when using or exploiting RABBIT.

ARTICLE 9: TERMINATION OF THIS LICENSE

1. JAXA may terminate this License at any time for any reason.
2. Upon termination of the License, Article 6 (Treatment Of Results), Article 8(Disclaimer and Non-Warranty), this Article (Termination of This License), Article 10 (Measures to Be Taken Upon Termination of This License), Article 11 (Prohibition of Assignment of Rights and Obligations), Article 12 (Elimination of Antisocial Forces), Article 13 (Applicable Law), Article 14 (Dispute Settlement), and Article 15 (Inquiry) shall remain in force.

ARTICLE 10: MEASURES TO BE TAKEN UPON TERMINATION OF THIS LICENSE

Upon termination of this License for any reason, the User shall immediately delete RABBIT from the computer on which it is installed and shall not use RABBIT at all thereafter.

ARTICLE 11: PROHIBITION OF ASSIGNMENT OF RIGHTS AND OBLIGATIONS

JAXA and the User shall not allow a third party to succeed to their contractual status under these Terms of Use, nor shall they transfer all or part of their rights and obligations under these Terms of Use to a third party without the prior written consent of the other party.

ARTICLE 12: ELIMINATION OF ANTISOCIAL FORCES

1. JAXA and the User must comply with the following provisions regarding this License.
 - (1) JAXA and the User shall firmly refuse any unjust demand or obstruction of performance (hereinafter referred to as "Unjust Intervention") by an organized crime group, a member of an organized crime group, or a person associated with an organized crime group (hereinafter collectively referred to as "Organized Crime Group Members, etc.").
 - (2) When there has been Unjust Intervention by Organized Crime Group Members, etc., JAXA and the User shall immediately notify the prefectural police with jurisdiction over the case (hereinafter referred to as "Law Enforcement Authorities") and provide the cooperation necessary for the investigation.
 - (3) If one party has notified the Law Enforcement Authorities in accordance with the preceding item, the contents shall be promptly reported to the other party in writing.
2. The term "a person associated with an organized crime group" as used in item (1) of the preceding paragraph means an individual or a corporation where the individual or any of the officers and the like of the corporation falls under any of the following:
 - (1) when an individual or any of the officers and the like of a corporation is recognized as a member of an organized crime group.

- (2) when a member of an organized crime group is recognized to be substantially involved in the management of the business of a corporation.
 - (3) when it is recognized that an individual or a corporation is using an organized crime group or a member of an organized crime group for the purpose of aiming for the profit of oneself or a third party, or for damaging the third party.
 - (4) when it is recognized that an individual or a corporation directly or actively cooperates with or is involved in the maintenance and operation of an organized crime group by providing funds or favors to a member of an organized crime group.
 - (5) when it is recognized that an individual or a corporation is deemed to have a socially condemnable relationship with a member of an organized crime group.
 - (6) when it is recognized that an individual or a corporation is unfairly using a person while knowing that the said person is a member of an organized crime group.
 - (7) in addition to the preceding items, when under the guidance or opinion of the Law Enforcement Authorities, an individual or a corporation is recognized to be associated with an organized crime group.
3. JAXA and the User may request the other party to take necessary measures if the other party is found to be in violation of Paragraph 1 of this article. The person receiving the instruction shall immediately take measures in accordance with the purport of the request.
 4. If the usage or exploitation of RABBIT under these Terms of Use is affected due to the Unjust Intervention from the Organized Crime Group Member, etc. to JAXA and the User, this shall be resolved through mutual consultation of both parties.

ARTICLE 13: APPLICABLE LAW

The interpretation and application of these Terms of Use shall be governed by Japanese law.

ARTICLE 14: DISPUTE SETTLEMENT

For all disputes concerning this License, the Tokyo District Court shall be the exclusive court of jurisdiction for the first trial.

ARTICLE 15: INQUIRY

1. If you have any questions or inquiries regarding RABBIT, please contact:

Address: JAXA Flight Dynamics Team,
2-1-1 Sengen, Tsukuba, Ibaraki 305-8505, JAPAN

Email: z-rabbit@ml.jaxa.jp

However, depending on the contents, such as installation problems due to your computer environment and questions about operation problems, we may not answer inquiries.

2. If you wish to improve RABBIT with JAXA, please contact the above.

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