

EUROCONTROL hereby grants YOU, who hereby accept, subject to all of the terms and conditions of this Agreement, a non-exclusive, restricted, fully paid-up, revocable, non-sublicenseable, non-transferable and royalty-free limited licence for the use of BADA 3 incorporated into .

The BADA 3 data shall not be provided to YOU directly.

The present licence is not a general licence for BADA 3 as such. Should YOU wish to use BADA 3 alone, YOU must request such a licence from EUROCONTROL.

EUROCONTROL will notify the owner of electronically of its decision to grant you this licence.

HAVING REGARD to the fact that

1. RESTRICTIONS ON USE

YOU shall:

- A. only use BADA 3 in connection with**
- B. use BADA 3 only for modelling (in the framework of air traffic management research and development activities) and/or for strategic planning in operational ground based air traffic management operations.**
- C. under no circumstances use BADA 3 as the sole means/tool for any safety critical decisions.**
- D. not use BADA 3 for any comparison of any kind between aircraft types (from the same or different aircraft manufacturers) where the intention of such comparison is to identify a direct relationship between aircraft performances of different aircraft types. Therefore you shall not mention any aircraft type designator in any publication, however, general (i.e. system-wide) comparison of aircraft types for research purposes to assess ATM system performances are permissible**

2. LIMITATION OF LIABILITY.

- A. BADA 3 IS PROVIDED ON A STRICTLY "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.**
- B. BADA 3 CONTAINS TECHNICAL DATA AND INFORMATION ("DATA AND INFORMATION") MADE AVAILABLE BY AIRCRAFT MANUFACTURERS OR EXTRACTED FROM AIRCRAFT FLIGHT MANUALS AND RELATED DATA AND INFORMATION. THIS DATA AND INFORMATION IS MADE AVAILABLE ON A STRICT "AS IS" BASIS AND THESE AIRCRAFT MANUFACTURERS MAKE NO WARRANTY WHATSOEVER, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE.**
- C. NEITHER EUROCONTROL NOR ANY THIRD PARTY (IN PARTICULAR AIRCRAFT MANUFACTURERS) WARRANT THAT BADA 3 WILL BE ERROR-FREE OR THAT SUCH ERRORS WILL BE CORRECTED AND YOU ARE SOLELY RESPONSIBLE FOR ALL COSTS AND EXPENSES ASSOCIATED WITH RECTIFICATION, REPAIR OR DAMAGE CAUSED BY**

SUCH ERRORS.

- D. NEITHER EUROCONTROL OR ANY THIRD PARTY (IN PARTICULAR AIRCRAFT MANUFACTURERS) SHALL BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY LOSS OR DAMAGE WHATSOEVER OR HOWSOEVER CAUSED ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS AGREEMENT, BADA 3, ITS USE OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.**
- E. YOU SHALL REMAIN SOLELY RESPONSIBLE FOR THE SAFE USE OF Other WHICH INCORPORATES BADA IN YOUR SYSTEM, APPLICATIONS AND LOCAL ENVIRONMENT AND SHALL TAKE ALL NECESSARY MEASURES TO ENSURE THAT THIS USE IS IN COMPLIANCE WITH APPLICABLE REGULATORY REQUIREMENTS.**

3. INTELLECTUAL PROPERTY RIGHTS

All copyright, database right, trademarks and other intellectual property rights in or in connection with BADA 3 are and remain the sole property of EUROCONTROL and other third parties (mentioned herein or known to EUROCONTROL), as may be the case.

4. COMMUNICATIONS

YOU shall inform and coordinate **in advance** with EUROCONTROL of any planned public communication or statement or release of document comprising elements of, related to or referring to BADA and/or its performance.

5. DURATION AND TERMINATION

- A. This Agreement shall enter into force after its acceptance by YOU on the date stated on the cover page of the .pdf version of this Agreement. It shall remain in force as long as YOUR agreement with the provider of .**
- B. EUROCONTROL may terminate this Agreement by written notice to YOU at any time if YOU are found in breach of any of the terms of this Agreement. In such case YOU shall cease immediately, upon receipt of written notice of termination, the use of the BADA and confirm to EUROCONTROL in writing that YOU have done so. YOU shall verify with the owner of where BADA is integrated the implications on the continued use of .**
- C. EUROCONTROL and YOU may terminate the Agreement for reasons of convenience by respecting a notice period of 3 (three) months. In the event EUROCONTROL terminates the Agreement under this Article, YOU shall be entitled to continue to use the last version of BADA available at that time in . All the obligations of YOU as licensee under this Agreement on the use of BADA shall continue to be applicable for as long as YOU continue to use .**

6. DISPUTE SETTLEMENT AND LAW APPLICABLE

Any dispute, controversy or claim arising under, out of or relating to this Agreement

and any subsequent amendments to this Agreement, including without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Brussels (Belgium). The language to be used in the arbitral proceedings shall be English. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided according to the laws of Belgium.

7. CHECKS AND AUDITS

- A. EUROCONTROL may, at any time and up to five (5) years after termination of this Agreement with reasonable notice arrange for an audit to be carried out to check that any operations in the context of this Agreement have been executed in compliance with the terms of this Agreement either by an outside body of its choice or by EUROCONTROL itself. The cost shall be borne by EUROCONTROL.**
- B. In order to carry out the Audit, EUROCONTROL and the outside bodies concerned shall be given access to the relevant information needed to check that YOU have complied with this Agreement.**

8. PERSONAL DATA

- A. Personal data is processed and stored for the purposes of the management of access to BADA and related services. Personal data will be communicated only to the extent strictly necessary to the departments or third parties involved in the provision of the access or service.**
- B. EUROCONTROL will not sell, distribute or lease Personal data to third parties. EUROCONTROL will not use Personal data to send promotional information about third parties.**
- C. The Personal data is processed and protected in accordance with the EUROCONTROL Regulation on Personal Data Protection (<http://www.eurocontrol.int/publications/eurocontrol-regulation-personal-data-protection>).**