

LICENCE AGREEMENT FOR Release (Reference N°) between

EUROCONTROL

The European Organisation for the Safety of Air Navigation Rue de la Fusée 96 BE-1130 Bruxelles Belgium

hereinafter "EUROCONTROL"

and

Represented by:

and by Focal Point:

hereinafter "YOU"

hereinafter individually and collectively referred to as "Party" and "Parties"

Licence Agreement electronically accepted

by:

on: 02/03/20 15:26 UTC

Licence Agreement electronically approved by EUROCONTROL

on: 02/03/20 15:26 UTC

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CONSIDERING that the BADA Aircraft Performance Model ("APM") **Family Release** ("BADA") consists of:

- a. Model Specification (algorithms, mathematical models and documentation), and
- b. Aircraft Performance Datasets.

BADA can therefore **not** be considered:

- i. as a system or a constituent as per Regulation (EC) No 550/2004 of the European Parliament and of the Council of 10 March 2004 on the provision of air navigation services in the single European sky, as amended by Regulation (EC) No 1070/2009 of the European Parliament and of the Council of 21 October 2009;
- ii. as being subject to the EUROCONTROL Safety Regulatory Requirement ("ESARR") ESARR 6 SOFTWARE IN ATM FUNCTIONAL SYSTEMS, nor to any equivalent regulation promulgated at European Union or national level;

EMPHASISING that YOU are solely responsible for the safe use of BADA in any of YOUR systems, applications and local environments, and that YOU shall take all necessary measures to ensure this use is in compliance with all applicable regulatory requirements;

HAVING REGARD to the fact that BADA contains technical data and information made available to EUROCONTROL by aircraft manufacturers and that this data and information is made available on a strictly "AS IS" basis with no warranty whatsoever;

HAVING REGARD to the fact that BADA contains technical data and information which may be extracted from aircraft flight manuals and other publicly available documents and that related data and information are therefore made available on a strictly "AS IS" basis,

THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

DEFINITIONS

For the purpose of this Agreement:

Agreement means the present licence agreement.

ATM means air traffic management.

BADA means Base of Aircraft Data Family Release as further

described in Article 1.2. below.

BADA User Manual means the User Manual for BADA.

BSA means the BADA Support Application, a web-based application

which allows the BADA licensed users to report and track problems, request a change and ask questions related to

BADA model implementation and its application.

BUI

means the BADA User Interface, a web-based application which serves as the BADA licensing platform, allowing internal and external parties to submit a request for BADA, stay informed about its status, communicate with the EUROCONTROL BADA team and manage access to BADA within their organisation. It also serves as a repository of BADA related documentation and datasets.

Confidential Information

means confidential, proprietary information including namely the Specifications, Datasets, any calculation results/output thereof and/or tools where the Specifications and Datasets are integrated. The Confidential Information may be owned by EUROCONTROL or other third parties known to EUROCONTROL.

Datasets

means the BADA Aircraft Performance Datasets (i.e. a collection of data files providing aircraft specific coefficients necessary to perform calculations using BADA Specification, aircraft characteristics and other pre-computed aircraft performance parameters).

End-User

means the actual user of BADA on YOUR side, it may be employees, officials, on-site contractors and/or students who need access to BADA on a strictly need to know basis, provided they have been informed of the obligations contained in this Agreement and understood and accepted these obligations.

Parties Release/s means EUROCONTROL and YOU means new version/s of BADA **Family**

Specification

means the BADA Aircraft Performance Model Specification (i.e. documents providing aircraft performance theoretical fundaments, algorithms and mathematical models used to calculate aircraft performance parameters).

Use

means the utilisation of BADA by YOU by copying, transmitting or loading BADA into the permanent memory (e.g. hard disk, CD-ROM or other storage device) of a system for the processing of system instructions or statements contained in the Specifications; and copying BADA which is in machine-readable form for use by YOU on the system, for the purposes only of understanding the contents of such machine-readable material, subject to the provisions of this Agreement.

ARTICLE 1 - SCOPE

1.1. 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 license to use BADA for the duration of this licence as specified under Article 10 below.

1.2. BADA consists of:

- a. Specification, and
- b. Datasets

For BADA 3 family the complete Datasets will be provided.

For BADA 4 family a sample dataset consisting of one jet, one turboprop and one piston aircraft model will be provided (additional datasets are subject to the prior authorization of the aircraft manufacturers).

For BADA Helicopter family the complete Dataset will be provided.

ARTICLE 2 - YOUR RIGHTS AND OBLIGATIONS

2.1. Rights

YOU may use BADA in accordance with the provisions of this Agreement and only for the purposes specified in Annex 1.

Any use of BADA other than the use allowed under this Agreement shall be subject to a new licence agreement between YOU and EUROCONTROL.

Access to any new and more recent BADA releases shall form the subject of a separate agreement.

2.2. Obligations

- a. YOU may use BADA only for modelling (in the framework of ATM research and development activities), and/or for strategic planning in operational ground based air traffic management operations;
- b. YOU must:
 - i. maintain accurate and up-to-date records of the number and location of all copies of BADA that YOU are entitled to make under this Agreement;
 - ii. ensure that the End-Users are duly notified of the terms of this Agreement and will fully comply with them when using BADA;
 - iii. supervise and control the Use of BADA to be in accordance with the terms of this Agreement;
 - iv. ensure that BADA is used only for non-safety critical ATM applications and systems. Non-safety critical applications and systems are those intended to improve the ATM system or facilitate ATM operations, through provision of awareness or relevant information to make decisions, whenever it can be guaranteed that the ATM application shall never create a safety breach in any part of the system. For an ATM application or system to be considered as non-safety critical, it has to be proven that the application outcomes do not produce a direct effect on the system, but through a further agent (human or system) that holds the responsibility for safety. Thus, the responsibility to make decisions or

take actions that might impact safety needs to reside in such further agent that shall, among others, validate the input provided by the ATM application or system considered. Examples of non-safety critical ATM applications are models or tools for simulation and system analysis or operational Decision Support Tools that provide valuable information to the humans in charge of planning or conducting ATM operations without taking over any responsibility attributed to them;

- v. ensure that any system or application in relation to the intended use described in Annex 1 is designed or used in a way ensuring that BADA can under no circumstances be used as the sole means/tool for any safety critical decisions and YOU shall be able to demonstrate this to any certifying and/or supervising authority;
- vi. ensure that the BADA modelling algorithms and corresponding data are correctly implemented and be able to demonstrate this on request by EUROCONTROL;
- vii. provide EUROCONTROL with all data, reports and documents produced and/or developed with BADA so as to enable EUROCONTROL to further improve the aircraft models;
- viii. make available to EUROCONTROL for its internal purposes and the overall improvement of aircraft models, any anomaly deemed attributable to BADA together with supporting data;
 - ix. report annually feed-back reports on the results, use and experience gained with BADA to eec.bada@eurocontrol.int and, upon EUROCONTROL's request, provide to EUROCONTROL studies, documentation or data produced by YOU in connection with BADA;
 - x. reproduce and include the copyright notice of EUROCONTROL as it appears in or on BADA on all copies of BADA and all material outputs of BADA made in accordance with this Agreement or documentation containing any elements of BADA; and
 - xi. reference BADA, EUROCONTROL and licensors to EUROCONTROL in all and any reports produced by YOU in connection with the use of BADA.

c. YOU may not:

- sublicense, distribute or otherwise make available the Specifications, Datasets, any calculation results/output thereof and/or tools where Specifications and Datasets are integrated to any person other than the End-Users without the explicit and prior written approval by EUROCONTROL;
- ii. copy BADA other than the copies strictly necessary for normal operation allowed under this Agreement; one (1) copy of BADA may be made for back- up and one (1) copy for disaster recovery, provided that they contain the same copyright information as the original; the written information and its copies shall always be identified as confidential through marking or other means; if computer support is used, it will be protected by the appropriate passwords for access;
- iii. permit any other individual or corporation to copy, reproduce or disclose BADA in full or in part without the prior written consent of EUROCONTROL;
- iv. translate BADA or any documents related thereto;
- v. disassemble, decompile or reverse engineer BADA in any manner, attempt to

- perform such actions or have such actions performed by third parties;
- vi. display BADA on any public bulletin board, ftp site, worldwide web site, chat room or by any other unauthorised means;
- vii. use any part of BADA for the purpose of creating any rival/competitive product to BADA;
- viii. use BADA for immoral, illegal or for any other purpose which may be threatening, abusive or harmful including but not limited to the creation or transmission of any virus, worms, Trojan horse, cancelbot or any other destructive or contaminating programme;
- ix. sell or use BADA (as such) for commercial purposes¹ without the explicit and prior written agreement from EUROCONTROL; nor
- x. assign, transfer or otherwise delegate any of YOUR rights and obligations under this Agreement without the prior written consent of EUROCONTROL.
- d. YOU are strictly prohibited from using BADA for any comparisons of any kind between aircraft types (from the same or different aircraft manufacturers) where the intent of such a comparison is to identify a direct relationship between aircraft performances between different aircraft types. Therefore YOU shall not mention any name of aircraft type in the publication. However, general (system-wide) comparisons of aircraft performance of different aircraft types for research purposes to assess ATM system performances may be allowed. To avoid any problems in this respect YOU must comply with Article 6 below.

ARTICLE 3 - DELIVERY OF BADA

- 3.1. The delivery of BADA shall be made via the BADA User Interface (BUI) or other means as deemed appropriate considering data exchange security aspects.
- 3.2. Only the Focal Person referred to in Article 14 below will be given direct access to the BUI.
- 3.3. The Focal Person may grant access to the BUI within YOUR organisation and shall manage the access granted to YOUR other staff members (technical contacts). Such staff members shall be made fully aware of the terms of this Agreement and YOU shall ensure that such staff members commit to respect these terms.
- 3.4. Where BADA or BADA Datasets are to be made available to a person outside your legal entity/company (namely in the case of making it available to students of a university for a specific and clearly defined project), this shall be possible under the following conditions:
 - a. YOU remain entirely and fully responsible for the use of BADA and the BADA Datasets;
 - b. YOU shall ensure that there is a proper flow down of obligations under this agreement to the student:
 - c. YOU shall inform EUROCONTROL in advance of this possibility (in the description of

¹ Use for commercial purposes means the direct selling and trading of BADA as such. Use of BADA where the results/deliverables are potentially of a commercial nature are in principle for the purposes of this Agreement not considered as commercial use.

the projects);

Alternatively the student/university can be required to sign a specific licence agreement to that effect.

ARTICLE 4 - LIMITATION OF LIABILITY

- 4.1. BADA IS PROVIDED TO YOU 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.
- 4.2. EUROCONTROL, ITS LICENSORS OR ANY THIRD PARTY (IN PARTICULAR AIRCRAFT MANUFACTURERS):
 - A. DO NOT WARRANT THAT BADA WILL BE ERROR-FREE OR THAT SUCH ERRORS WILL BE CORRECTED. YOU ARE THEREFORE SOLELY RESPONSIBLE FOR ALL COSTS AND EXPENSES ASSOCIATED WITH ANY RECTIFICATION, REPAIR OR DAMAGE IN CONNECTION WITH SUCH ERRORS.
 - B. SHALL NOT 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, ITS USE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
 - C. SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM NEGLIGENCE, OR OTHERWISE) FOR LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFIT, OR FOR ANY OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NON-CONFORMANCE OR DEFECT IN ANY SOFTWARE, SERVICES, AND ALL DATA AND DOCUMENTATION OR OTHER THINGS PROVIDED UNDER THIS AGREEMENT.

4.3. YOU HEREBY

- A. WAIVE, RELEASE AND RENOUNCE TO THE FULL EXTENT PERMITTED BY THE LAW APPLICABLE, ALL WARRANTIES AND OBLIGATIONS AND LIABILITIES OF EUROCONTROL, ITS LICENSORS, OR ANY OTHER THIRD PARTY, AND ANY OTHER RIGHTS, CLAIMS AND REMEDIES AGAINST EUROCONTROL, ITS LICENSORS OR ANY OTHER THIRD PARTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NON-CONFORMANCE OR DEFECT IN ANY SOFTWARE, SERVICES, AND ALL DATA AND DOCUMENTATION OR OTHER THINGS PROVIDED UNDER THIS AGREEMENT.
- B. ASSUME FULL RESPONSIBILITY FOR THE USE OF BADA. YOU SHALL INDEMNIFY, DEFEND AND HOLD EUROCONTROL, ITS LICENSORS AND ANY OTHER THIRD PARTY HARMLESS AGAINST ANY AND ALL LIABILITIES OR CLAIMS WHICH MAY BE SUFFERED BY THEM ARISING OUT OF OR IN CONNECTION WITH THE USE OF BADA BY YOU. THIS OBLIGATION SHALL SURVIVE THIS AGREEMENT FOR AN INDEFINITE PERIOD.

ARTICLE 5 - INTELLECTUAL PROPERTY RIGHTS - CONFIDENTIAL INFORMATION

5.1. Intellectual Property Rights

All copyright, database right, trademarks and other intellectual property rights subsisting in or used in connection with BADA (including but not limited to all images, animations, audio and other identifiable material relating to BADA) are and remain the sole property of EUROCONTROL or of third parties (mentioned herein or known to EUROCONTROL), as may be the case.

5.2. Confidential Information

- a. Any access by third parties (other than the End-Users) to Confidential Information is prohibited. If such access is required YOU must inform EUROCONTROL in advance and such access shall form the subject of a separate agreement, to be agreed upon between such third party and EUROCONTROL.
- b. In the framework of this Agreement the Parties may have to exchange Confidential Information with each other. The Receiving Party shall not disclose or make available the Confidential Information received or any part thereof to any person or entity, except to those of Receiving Party's directors, officers or employees for whom access is necessary due to their direct participation in the performance of the recipient's duties or the exercise of Receiving Party's rights under this Agreement and who have a reasonable "need to know" such information under this Agreement for a period starting on the date of entry into force of this Agreement and ending five (5) years after the expiration or termination of this Agreement. Receiving Party shall ensure that, before disclosure of the Confidential Information, any person to which Confidential Information is disclosed under this Agreement shall be advised of and shall comply with Receiving Party's obligations of confidentiality under this Agreement as if such person was a party to this Agreement. The standard of care that Receiving Party must exercise to meet these obligations is the standard it exercises with respect to its own confidential information of a similar nature, but in no event less than due care.
- c. The obligations of Article 5.2. b) above do not apply to information:
 - i. which is already, or subsequently becomes, generally available by means other than the fault of, or breach of this Agreement by Receiving Party;
 - ii. which Receiving Party can demonstrate it rightfully had in its possession prior to disclosure to it by Disclosing Party;
 - iii. which Receiving Party independently develops without the use of the confidential information, or any part thereof;
 - iv. where Receiving Party has rightfully obtained from a third party the right to transfer or disclose the Confidential Information; or
 - v. which is produced in compliance with applicable law or a court order, provided that Receiving Party first gives Disclosing Party reasonable notice of such law or order and gives Disclosing Party the opportunity to oppose and/or attempt to limit such production.

ARTICLE 6 - PUBLIC COMMUNICATION

- 6.1. 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. EUROCONTROL reserves the right to review in advance all documents to be released and to disapprove of the distribution or use of the same if it considers that they affect EUROCONTROL's interests or its data suppliers adversely.
- 6.2. All public communication or documentation to be released by YOU in accordance with paragraph 6.1. above shall bear a legend along the following lines:

"This product/document has been created with or contains elements of Base of Aircraft Data (BADA) **Family Release** which has been made available by EUROCONTROL to .

EUROCONTROL has all relevant rights to BADA. ©2019 The European Organisation for the Safety of Air Navigation (EUROCONTROL). All rights reserved.

EUROCONTROL shall not be liable for any direct, indirect, incidental or consequential damages arising out of or in connection with this product or document, including with respect to the use of BADA."

ARTICLE 7 - BADA MAINTENANCE AND SUPPORT

- 7.1. EUROCONTROL may provide limited support services. The provision of such services will depend on the availability of the appropriate financial and personnel resources.
- 7.2. All user requests shall be registered through the BSA.
- 7.3. EUROCONTROL will analyse problem reports received from YOU with a view to resolving related issues and proposing appropriate corrective actions.
- 7.4. EUROCONTROL will analyse change requests received from YOU with a view to incorporating them if considered by EUROCONTROL, in its entire discretion, to be beneficial for the improvement and advancement of BADA and usable and useful for the wider user community.
- 7.5. EUROCONTROL may, at its entire discretion, develop new models or re-model existing ones if and when aircraft performance reference data of better quality become available.
- 7.6. As a result of the support services described in this Article, EUROCONTROL may create Releases and inform YOU. Releases shall form the subject of a new license agreement as described in Article 2.1 and 10.3.
- 7.7. EUROCONTROL will attempt to ensure compatibility between the current Release and future Releases, EUROCONTROL does not guarantee that this will be the case. EUROCONTROL will provide advanced notification to YOU of appropriate changes.
- 7.8. These support services described in this Article 7 are currently available free of charge. EUROCONTROL reserves the right to implement a charging policy, should its

- governing bodies decide to implement such a policy. EUROCONTROL shall give due advance notification to YOU in writing.
- 7.9. A Release will in principle be supported for 2 (two) years from the date if its release. After this period the Release may still be used but will not be supported anymore. EUROCONTROL will support the current Release and the previous Release (n-1).

ARTICLE 8 - CHECKS AND AUDITS

- 8.1. 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.
- 8.2. 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.

ARTICLE 9 - PERSONAL DATA

- 9.1. 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.
- 9.2. 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.
- 9.3. The Personal data is processed and protected in accordance with the EUROCONTROL Regulation on Personal Data Protection (https://www.eurocontrol.int/info/privacy-and-website-terms-use and https://www.eurocontrol.int/sites/default/files/publication/files/2006-eurocontrol-data-protection-policy-en.pdf).

ARTICLE 10 - DURATION AND TERMINATION

- 10.1. This Agreement shall enter into force at the date stated on the cover page of the .pdf version of this Agreement. It shall remain in force for a period of 2 (two) calendar years and renewed every two years.
- 10.2. Prior to the expiration of this Agreement YOU will receive a notification for renewal. If you reject the renewal or ignore it, this Agreement shall be deemed to have terminated. YOU will not have access any more to the BADA web-based applications. Maintenance and support services shall be provided in accordance with paragraph 7.9. above. YOU may continue to use the Release received up to termination and shall continue to be bound by Articles 2, 4, 5, 6 and 11.

- 10.3. YOU will be able and entitled to access new and more recent BADA releases subject to the conclusion of a new agreement in accordance with paragraph 2.1 above.
- 10.4. YOU may terminate this Agreement at any time by written notification to EUROCONTROL.
- 10.5. EUROCONTROL may terminate this Agreement with immediate effect by written notice to YOU at any time if YOU are found in breach of any of the terms of this Agreement, or if EUROCONTROL's licensor of parts of BADA terminates such licensor's license to EUROCONTROL.
- 10.6. Upon termination as per paragraph 10.5 above YOU shall cease immediately the use of the BADA and shall delete and return to EUROCONTROL all copies of BADA and any documentation related thereto and shall confirm to EUROCONTROL in writing that YOU have done so. Where such deletion is not reasonably possible YOU shall confirm in writing within 2 (two) weeks of termination of this Agreement that YOU will not recreate and use or attempt to recreate and use BADA from back-up copies.
- 10.7. EUROCONTROL may terminate this Agreement at any time for reasons of convenience. In such cases EUROCONTROL shall provide YOU with a three (3) months' written notice. YOU may then continue to use the Release received up to termination and shall continue to be bound by Articles 2, 4, 5, 6 and 11.

ARTICLE 11 - DISPUTE SETTLEMENT AND LAW APPLICABLE

- 11.1. 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.
- 11.2. 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 dispute, controversy or claim shall be decided according to the laws of Belgium.

ARTICLE 12 - ENTIRE AGREEMENT

- 12.1. The terms and conditions of this Agreement including its Annex constitute the entire agreement and understanding of the Parties on the Release indicated on the cover page of this Agreement (or Use described in Annex 1). There are no further or other agreements or understandings, written or oral, in effect between the Parties with respect to BADA Release subject of this Agreement.
- 12.2. In any case of divergence between the text of this Agreement and Annex 1, the text of this Agreement shall prevail.

ARTICLE 13 - DATA PROTECTION

EUROCONTROL processes certain personal data in connection with granting access to BADA **Family Release**. YOU shall verify and keep accurate the personal data YOU submit to EUROCONTROL.

EUROCONTROL processes the personal data for the sole purpose of managing the accesses and permissions to BADA **Family Release** and informing YOU of any new version/s of BADA and or related BADA topic. The management of the personal data is done in strict accordance with the EUROCONTROL Regulation on Personal Data Protection². To protect the data, EUROCONTROL has implemented administrative, technical and physical measures which are kept up to date in accordance with generally accepted standards.

ARTICLE 14 - POINTS OF CONTACT

All notices and requests required or authorised hereunder, shall be given in writing. The points of contact of the Parties which may be changed by notice given in accordance with this Article are the following:

| For EUROCONTROL (technical matters): | For EUROCONTROL (licencing matters): |
|--|--|
| EUROCONTROL | EUROCONTROL |
| Centre de Bois des Bordes BP 15 | Rue de la Fusée, 96 |
| FR-91222 Brétigny-sur-Orge Cedex, France | BE-1130 Brussels, Belgium |
| Att.: Ms A. Nuic | Att.: Mr B. Von Erlach |
| Telephone: +33 1 69 88 78 78 | Telephone: +32 2 729 34 74 |
| Email: angela.nuic@eurocontrol.int | Email: burkhart.von-erlach@eurocontrol.int |
| For YOU (technical matters): | For YOU (licencing matters): |
| | |
| Att: | Att: |
| Telephone: Email: | Telephone: Email: |
| | *** |
| | |

 $[\]frac{2_{https://www.eurocontrol.int/info/privacy-and-website-terms-use}}{and} \ \underline{https://www.eurocontrol.int/sites/default/files/publication/files/2006-eurocontrol-data-protection-policy-en.pdf}}$

Annex 1

The following exclusive purposes of BADA Family Release are permitted, subject to the terms and conditions of this Agreement:

| For any other application that might be considered in future, YOU are requested to inform EUROCONTROL and obtain permission prior to use, such permission shall form the subject of a new agreement. |
|--|
| Domain/Field of application: |
| Use in a Commercial tool of YOURS: |
| Description of intended use: Overview: |
| Details: |
| Sponsors and partners: |
| Description of tools where BADA will be implemented: |
| EUROCONTROL special remark: |
| |