**Autorisation
d'utilisation de la base
de données OAG**

Version : 3
Date : 14/10/2022

Nom :   ***Prénom*** :

Promotion :

Département ou Équipe de recherche :

A cocher :

☐ ci-après « l'étudiant »

☐ ci-après « l'agent ENAC »

L'ENAC a souscrit un abonnement pour la base de données OAG.

L'étudiant (e) et/ou l'agent ENAC reconnait que les services et la production de données, notamment les bases de données, programmes, protocoles et affichages sont la propriété unique d'OAG, et qu'il obtient par la présente autorisation, le seul droit d'utiliser ladite base de données sur son ordinateur pour un strict usage d'apprentissage, ou d'analyse, sans pouvoir ni le modifier, ni le distribuer de quelque manière que ce soit (matérielle ou immatérielle).

L'étudiant(e) ou l'agent ENAC s'engage:

- A respecter les conditions de la licence OAG dont l'étudiant ou l'agent ENAC assure avoir pris connaissance,
- A ne pas transmettre les codes confidentiels qui lui ont été délivrés par l'ENAC
- A n'utiliser en aucun cas ces données brutes pour en faire communication à des tiers ou en susciter la publication.

Il est rappelé que l'étudiant et l'agent de l'ENAC est tenu à un devoir de réserve et de confidentialité vis-à-vis des informations auxquelles il peut avoir accès au cours de sa scolarité, ou de sa carrière professionnelle au sein de l'ENAC.

Tous les droits qui ne sont pas explicitement autorisés dans la présente autorisation sont réputés interdits, notamment le droit de :

- Imprimer, transférer, transmettre ou afficher tout ou partie de la base de données télécharger, extraire, copier ou autrement reproduire tout ou partie substantielle des données et placer ces données dans une base de données secondaire comprenant, sans limitation, mise en cache des données.
- Vendre, louer, sous-licencier ou distribuer de quelque façon que ce soit ladite base de données;
- Modifier la base de données et/ou fusionner tout ou partie substantielle de la base de données dans d'autres programmes informatiques ;
- Obstruer ou bloquer le logo OAG contenu dans les données fournies sous forme graphique.

École Nationale de l'Aviation Civile
7 avenue Edouard Belin – BP 54005 – 31055 Toulouse Cedex 4
Tél. +33 (0) 5 62 17 40 00 – www.enac.fr

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La Bibliothèque fournit les codes d'accès aux utilisateurs étudiants et agents de l'ENAC.

L'étudiant(e) et les agents ENAC s'engagent à utiliser la base de données conformément aux usages décris ci-dessus.

L'étudiant(e) ou l'agent ENAC s'engage à la fin de leur projet à supprimer les données brutes de leur ordinateur personnel. L'ENAC se réserve le droit de demander une vérification de ce retrait sur l'ordinateur de la personne concernée.

L'étudiant ou l'agent ENAC est informé que le non-respect des présentes dispositions peut entrainer sa responsabilité et est passible de sanctions disciplinaires et/ou civiles ou pénales.

L'ENAC jugera de l'opportunité des poursuites à leur encontre, en cas de manquement aux obligations prévues dans la présente autorisation.

Fait à Toulouse, le :

Nom, Prénom :

Signature :

Ecole Nationale de l'Aviation Civile
7 avenue Edouard Belin – BP 54005 – 31055 Toulouse Cedex 4
Tél. +33 (0) 5 62 17 40 00 – www.enac.fr

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OAG Aviation Worldwide Ltd
GENERAL TERMS AND CONDITIONS
(version: 06 February 2019)

For the definition of any defined term used below see the front pages of this Agreement.

1. Data Products/Services

OAG shall provide to Customer a licence to use the listed Data Products and Services in accordance with the terms and conditions of this Agreement. OAG may modify any Data Product or Service on reasonable prior written notice to Customer, provided such modified Data Product or Service will provide no less functionality to Customer, unless such modification is imposed on OAG by industry rules or standards or applicable laws or regulations, international or domestic.

2. Payment

2.1 All charges are payable in the currency shown on this Agreement, clear of all setoffs and deductions, within 30 days from the date of invoice, at such location as OAG shall designate. All charges payable hereunder are exclusive of any applicable shipping charges and/or taxes, duties and similar governmental assessments. Customer shall pay any shipping charges and/or taxes, duties and assessments resulting from this Agreement, including any value-added, sales or use taxes (excluding taxes based on OAG's net income) and related interest and penalties.

2.2 Invoices not paid in full within 30 days of the date of invoice are past due. Without prejudice to any other right or remedy, OAG reserves the right to charge and Customer agrees to pay interest and costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended, provided this provision shall not apply if Customer is a consumer in the European Union.

2.3 If Customer is a consumer in the European Union, Customer has the right to cancel the Data Products and/or Services ordered hereunder within fourteen (14) days of receipt of such Data Products or, in the case of Services, within fourteen (14) days of entering into this Agreement, provided the Data Product remains sealed or has not been installed or downloaded and the Services have not been completed by OAG. In order to exercise such cancellation right, Customer must notify OAG in writing, and in the case of Data Products, return the Data Products to OAG within fourteen (14) days of such cancellation in the same condition as received from OAG.

3. Ownership; Restrictions on Use; Grant of Licence; Compliance with Laws; Confidentiality

3.1 The data or information contained within the Data Products and Services ("**Data**") is licensed, not sold. As between the parties, OAG owns all right, title and interest in and to the Data Products and Services. Customer acknowledges that certain aspects of the Data Products and Services, including but not limited to the databases, programs, protocols and displays (as well as the selection, arrangement and sequencing of the contents thereof), are proprietary and unique to OAG, as to which copyright, patent or other proprietary rights may be held by OAG or third parties from whom OAG has licensed or otherwise acquired such rights. Customer agrees to comply with all copyright, trade mark, trade secret, patent and other laws necessary to protect OAG's (or its licensors') rights in such proprietary information, and

agrees not to remove or conceal any copyright or similar notices from the Data Products, Services or other material supplied by OAG and to only display any Data delivered as graphics in its entirety. Customer shall not block or obstruct OAG's logo contained in any Data delivered as graphics. Any printed report or document Customer generates from the Data Products or Services shall include an appropriate attribution reflecting that the relevant Data was furnished by OAG.

3.2 OAG grants Customer a non-exclusive, non-transferable, revocable, worldwide licence to use the Data Products and Services solely for the Permitted Usage. Customer shall ensure that the Data Products (including extractions or compilations thereof) and Services may only be accessed and used by authorised users on a Customer owned or controlled system, in accordance with the Permitted Usage. Except as expressly allowed in writing by OAG, the Services and Data Products (including extractions or compilations thereof) may not be copied or reproduced (except for internal back-up purposes), used, amended, modified, reverse engineered (unless applicable law prohibits such restriction), distributed, sold, sublicensed, displayed, transmitted or broadcast in any form without the prior written permission of OAG. Except as necessary to achieve the Permitted Usage, Customer shall not permit any user of the Data Products or a Service to download, extract, copy or otherwise reproduce all or any substantial part of the Data and place such Data into a secondary database, including, without limitation, caching of the Data.

3.3 Customer warrants that Customer will not: (i) interfere with another user's use and enjoyment of any Data Product or Service; (ii) interfere with or disrupt: (a) the security measures of any Data Product or Service; or (b) the networks connected to any Data Product or Service; or (iii) perform any potentially disruptive actions such as stress testing or scripting/automation of user interfaces without OAG's prior written approval.

3.4 Customer shall promptly notify OAG if Customer becomes aware of any breach of the Permitted Usage or any other unauthorised use or copying of any Data Product or Service.

3.5 Each party shall ensure that the supply and use of the Data Products and Services will comply with all local, state, national and international laws, regulations and codes of practice to the extent applicable to each party.

3.6 The terms and conditions of this Agreement, all access codes and user IDs and passwords issued to Customer by OAG hereunder, and all information as to the business methods or operations of either party acquired or learned by the other party, shall be treated as confidential and only disclosed to a party's employees, permitted service providers and agents on a need-to-know basis, unless disclosure is otherwise required by law or court order.

3.7 In the event Customer provides data or a data feed to OAG that Customer wants to have integrated into a Data Product or Service, Customer hereby grants OAG a non-exclusive, royalty-free, revocable, worldwide licence to use such data or data feed in such Data Product or Service, as well as in other

OAG products and services, for use by Customer and other OAG customers.

4. Termination

4.1 Either party may terminate this Agreement by notifying the other party in writing of its desire to terminate within the Non-Renewal Notice Period (excluding fixed-term, and ad-hoc or one-time delivery agreements).

4.2 Either party may suspend performance of, or terminate, this Agreement if the other party breaches any material term hereof and such breach is not remedied within thirty (30) days (fourteen (14) days in the case of non-payment of any sum due to OAG) after written notice to the breaching party. In the event Customer terminates this Agreement due to a breach by OAG, OAG shall refund to Customer any portion of the charges prepaid as of such termination date with respect to the cancelled term of this Agreement.

4.3 Either party may, at its option and without prior notice, terminate this Agreement, effective immediately, should the other party (or the Customer entity that OAG has been billing) become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors in any jurisdiction.

4.4 In the event a data provider requires OAG to suspend provision of its data to Customer or one of Customer's customers, OAG (or Customer if it is one of its customers) will be required to do so until a resolution is reached. OAG will use commercially reasonable efforts to assist Customer to obtain such data provider's data. Additionally, OAG may (i) cease provision of Data Products or Services hereunder if required to comply with applicable laws or regulations, international or domestic; or (ii) terminate this Agreement upon thirty (30) days prior written notice in the event a third party data or service provider discontinues provision of or materially alters its respective data or services, which discontinuance or alteration adversely impacts OAG's provision of Data Products or Services hereunder. In such instances, OAG shall refund to Customer any portion of the charges prepaid as of such cessation date with respect to the cancelled term of this Agreement.

4.5 Upon the termination or expiry of this Agreement (excluding ad-hoc or one-time delivery agreements), Customer will cease to have any rights to use the Data Products or receive the Services and will destroy all copies of the Data and any derivatives thereof in its possession or control and purge all electronic versions of the same. If requested by OAG, Customer shall promptly certify in writing, signed by an authorised representative of Customer, that it has so removed and destroyed the Data.

4.6 Termination or expiry of this Agreement will not affect any accrued rights or liabilities of either party.

5. Limitation of Liability and Indemnification

5.1 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, OAG MAKES NO REPRESENTATIONS, CONDITIONS, GUARANTEES OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, REGARDING SATISFACTORY QUALITY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE DATA PRODUCTS OR SERVICES WILL BE AVAILABLE FOR USE, UNINTERRUPTED, ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED. CUSTOMER HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION MADE BY OAG, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER ASSUMES ALL RISK FOR ANY RESULTS IT OBTAINS BY OR AS A RESULT OF USING THE DATA PRODUCTS OR SERVICES.

5.2 SUBJECT TO CLAUSE 5.6, AND EXCEPT FOR OAG'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL OAG HAVE ANY LIABILITY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES OR LOSSES SUFFERED BY CUSTOMER OR ANY THIRD PARTY, INCLUDING ANY LOSS OF OPPORTUNITY, ANTICIPATED SAVINGS OR GOODWILL, EVEN IF OAG HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

5.3 Customer shall indemnify, defend and hold OAG harmless from and against any and all third party claims, liabilities, damages, and related costs and expenses (including reasonable legal fees and expenses) (collectively, the "**Claims**") that may be asserted against or incurred by OAG to the extent arising out of or related to Customer's use of the Data Products or Services due to (i) breach of the terms of this Agreement, (ii) negligence or wilful misconduct, (iii) any claim that a Customer Product or website in which the Data Products or Services are incorporated infringes any third party proprietary rights, or (iv) breach of applicable laws or regulations.

5.4 OAG shall indemnify, defend and hold Customer harmless from and against any and all Claims that may be asserted against or incurred by Customer to the extent arising out of or related to (i) OAG's breach of applicable laws or regulations or (ii) any claim that Customer's use of the Data Products or Services pursuant to the terms of this Agreement violates any third party intellectual property rights. OAG shall not have any responsibility or liability for any Claim if (a) the use or activity alleged to be infringing is not a Permitted Usage, (b) such Claim results from (1) any modification or development of the Data Products or Services by Customer or a third party without OAG's prior written approval, or (2) Customer's combination or use of the Data Products or Services with software, services or products not provided by OAG under this Agreement, or (c) Customer does not notify OAG of the Claim within thirty (30) days of becoming aware of it.

5.5 SUBJECT TO CLAUSE 5.6, IN NO EVENT WILL OAG'S MAXIMUM TOTAL AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AGGREGATE CHARGES CUSTOMER HAS PAID TO OAG FOR THE DATA PRODUCTS AND/OR SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE DAMAGE ALLEGED TO HAVE BEEN CAUSED.

5.6 NOTWITHSTANDING ANY OTHER CLAUSE IN THIS AGREEMENT, NEITHER PARTY EXCLUDES ITS LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (II) DAMAGES CAUSED BY ITS GROSS NEGLIGENCE OR WILFUL MISCONDUCT; OR (III) FRAUD.

6. Notices

All notices shall be given to the addresses set forth on this Agreement. If delivered by private express delivery service, notice shall be deemed conclusively made upon delivery by such service. If delivered by mail, notice shall be deemed conclusively made five (5) days after deposit thereof in the mail. Notices to OAG shall be sent to: Legal Counsel.

7. Force Majeure

Neither party shall be liable for any delay in performing or failure to perform any obligation under this Agreement (save for a payment obligation), to the extent that the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, war, riot, civil commotion, strike, lockout or any other industrial action, act of God, storm, fire, earthquake, flood, disruption of communication systems, disruption of data feeds, electrical failure or action of government. If any such event occurs then the periods in which the parties are required to perform their obligations hereunder shall be extended by the period of the duration of any such event and the party prevented from performing its obligations hereunder shall as soon as practicable give notice to the other of the occurrence of such event and of its cessation. Notwithstanding the foregoing, in the event of a delay exceeding six (6) months, either party may terminate this Agreement on written notice to the other party.

8. Assignment

8.1 The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties and their permitted successors and assignees, and references in this Agreement to a party shall include its permitted successors and assignees.

8.2 Neither party may assign or transfer this Agreement or any rights or obligations under it (and any such attempted assignment shall be deemed null and void), except (i) as approved in writing by the other party, which consent shall not be unreasonably withheld; (ii) to any company which is that party's subsidiary, holding company, or a subsidiary of any such holding company, so long as it remains a subsidiary or holding company as the case may be; or (iii) to any company to which all or the relevant part of its business is transferred, provided that the purchaser of the business agrees in writing to be bound by the obligations of that party under this Agreement; and provided further that the assignee under (ii) or (iii) above is not a competitor of the other party.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. It is agreed that in relation to the Customer the Courts of England and Wales shall have exclusive jurisdiction. However nothing in this clause shall prevent OAG from applying for and obtaining injunctive relief, bringing a claim or enforcing any order of the Courts of England and Wales in any other country or jurisdiction.

10. General

10.1 This Agreement supersedes all prior agreements, arrangements and understandings between the parties, whether written or oral, in respect of its subject matter and constitutes the entire agreement and understanding between the parties relating to the subject matter of this Agreement. This Agreement may only be modified, amended, or any of its terms waived, by a written document signed by authorised representatives of each party.

10.2 Any terms and conditions contained in a Customer purchase order or in any other document submitted by Customer which are additional to or inconsistent with the terms and conditions of this Agreement are null and void.

10.3 Where this Agreement is translated into a language other than English that translation shall be for reference only. In the event of any conflict between the non-English and English language versions then the English language version of this Agreement shall take precedence.

10.4 Nothing in these terms shall constitute or be deemed to constitute either party as agent or partner of the other for any purpose whatsoever.

10.5 Customer will not use any trade names, trade marks, brand names or logos of OAG in connection with any document, product, service or material without OAG's prior written consent.

10.6 Nothing in this Agreement confers or purports to confer on any person who is not a party to this Agreement any beneficial rights, or any other right, to enforce any term or provision of this Agreement.

10.7 If any one or more provisions of this Agreement is held to be unenforceable, such provision shall be reformed to permit its enforcement in a manner that most closely accomplishes the original objectives of the provision, and the other provisions of this Agreement will remain in full force and effect.

10.8 A failure or delay of either party to enforce a provision of this Agreement or a previous waiver or forbearance by either party shall not be construed as a continuing waiver of any provision of this Agreement.

10.9 Notwithstanding termination or expiry of this Agreement, the terms of clauses 2, 3.1, 3.6, 4.5, 4.6, 5, 6, 9, and 10 shall survive termination or expiry and remain in full force and effect.