



Authorization to use the WATS database

Version : 1 Date : 14/10/2024

Name :	First name:
Promotion :	
Department or Research Team :	
To check:	
☐ hereinafter « the student »	
$\hfill \square$ hereinafter « the agent ENAC »	

ENAC has taken out a subscription for the WATS database.

The student and/or ENAC agent acknowledges that the services and data production, including databases, programs, protocols and displays are the sole property of IATA, and that he or she hereby obtains authorization, the sole right to use said database on one's computer for strict learning or analysis purposes, without being able to modify it or distribute it in any way (material or immaterial).

The student or ENAC agent undertakes:

- To respect the conditions of the IATA license which the student or ENAC agent ensures they have read,
- Not to transmit the confidential codes issued to them by ENAC
- Under no circumstances use this raw data to communicate it to third parties or to encourage its publication.

It is recalled that the student and the ENAC agent are bound by a duty of reserve and confidentiality regarding the information to which they may have access during their schooling, or their professional career within of ENAC.

All rights not explicitly authorized in this authorization are deemed prohibited, including the right to:

- Print, transfer, transmit or display all or any part of the database download, extract, copy or otherwise reproduce all or a substantial part of the data and place such data in a secondary database including, without limitation, data caching.
- Sell, rent, sublicense or otherwise distribute said database;
- Modify the database and/or merge all or a substantial portion of the database into other computer programs.





Authorization to use the WATS database

Version : 1 Date : 14/10/2024

The Library provides access codes to student users and ENAC agents. signature

The student and ENAC agents undertake to use the database in accordance with the uses described above.

The student or ENAC agent undertakes at the end of their project to delete the raw data from their personal computer. ENAC reserves the right to request verification of this withdrawal on the computer of the person concerned.

The student or ENAC agent is informed that non-compliance with these provisions may result in liability and is subject to disciplinary and/or civil or criminal sanctions.

ENAC will judge the appropriateness of proceedings against them, in the event of failure to comply with the obligations provided for in this authorization.

with the obligations provided for in this authorization.
In Toulouse, on :
Name, First name :
Signature :



IATA SOFTWARE END USER LICENSE AGREEMENT

PRODUCT

(product and/or feature purchased, as the case may be, the "Data")

MONTHLY STATISTICS

Monthly Statistics by Route Area Monthly Statistics Historical Data Monthly Statistics Open License

WORLD AIR TRANSPORT STATISTICS (WATS)

WATS and WATS+ bundle WATS bundle WATS+ electronic WATS electronic WATS+ WATS

20 YEAR PASSENGER FORECAST

Passenger Forecast Online Databank Passenger Forecast Global Report Passenger Forecast on Demand Passenger Forecast Country Report

IMPORTANT

YOU MAY NEED TO SCROLL DOWN TO THE END OF THIS AGREEMENT BEFORE YOU CAN AGREE TO IT AND CONTINUE WITH THE SOFTWARE INSTALLATION.

THIS SOFTWARE END USER LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN THE PERSON, COMPANY, OR ORGANIZATION THAT HAS LICENSED THIS SOFTWARE ("LICENSEE") AND THE INTERNATIONAL AIR TRANSPORT ASSOCIATION ("IATA" or "LICENSOR"). BY INSTALLING AND USING THE SOFTWARE, CUSTOMER ACCEPTS THE SOFTWARE AND AGREES TO THE TERMS OF THIS AGREEMENT. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. BY INSTALLING AND/OR USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, OR DO NOT HAVE AUTHORITY TO BIND THE CUSTOMER TO THESE TERMS, THEN DO NOT INSTALL AND/OR USE THE SOFTWARE AND RETURN THE SOFTWARE TO YOUR PLACE OF PURCHASE FOR A FULL REFUND IN ACCORDANCE WITH ITS REFUND POLICIES.

- 1. Grant of Licence. Licensor hereby grants to Licensee a personal, non-exclusive, non-transferable license to use the Data, as a single-user or multi-user as specifically selected by Licensee and only for the period during which Licensee has paid the applicable License Fees. Subject to any earlier termination in accordance with this Agreement, every edition of the Data is licensed on a perpetual basis. The Data shall remain the exclusive property of the Licensor and is licensed, not sold, to the Licensee as a single product pursuant to terms and conditions of this Agreement.
- 2. <u>Subscription Based Term</u>. The purchase of the Data and subsequent editions may be subscription based and as the case may be, this Agreement shall enter into effect on the purchase date and shall automatically renew on the anniversary date for additional successive twelve (12) month terms, unless terminated by either party by written notice no later than thirty (30) days prior to the end of the then current term.
- **3.** <u>License Fees</u>. In consideration of the rights granted hereunder, Licensee undertakes and agrees to pay the Licensor the license fees stated upon purchase (the "License Fees").
- 4. <u>Intellectual Property Rights</u>. The Data is the property of Licensor or its licensors and all rights, titles and interests in and to the Data, and any accompanying written or printed materials, including without limitation any intellectual property rights, are owned by Licensor or its licensors. Nothing contained in this Agreement shall prevent Licensor from using the Data, or any portion thereof, in any form or manner, or from making the Data, or any portion thereof, available to any other entity or person at

IATA

IATA SOFTWARE END USER LICENSE AGREEMENT

any time and for any purpose. Licensee agrees to treat the Data in the same manner as any other material protected by intellectual property laws and treaties.

- **5.** <u>Restrictions</u>. Except in accordance with the terms and conditions of this Agreement, Licensee shall under no circumstances have the authority hereunder to:
- a. reverse engineer, de-compile or disassemble the Data and as such, for greater certainty, EXTERNAL DISTRIBUTION OF RAW DATA IS NOT PERMITTED.
- b. sub-license any rights granted hereunder to any third party, entity or person without having received the prior written consent of the Licensor, which consent shall be at Licensor's sole discretion;
- c. publish, sell, transfer, redistribute, let or hire the Data or any or any part thereof, directly or indirectly, to any third party, entity or person not an employee or consultant of Licensee.
- d. duplicate or copy the Data and any information or data contained in the Data or any part thereof except for the purpose of this Agreement;
- e. use in any manner the Data and any information or data contained in the Data or any part thereof of this Agreement, except as set forth in this Agreement;
- f. directly or indirectly export or transmit the Data or related materials (or any part thereof) to any country to which such export or transmission is restricted by any applicable regulation or statute, without the prior written consent of the competent governmental authority and of the Licensor;
- g. enter into any contract on behalf of the Licensor or assume or create any obligation whatsoever, expressed or implied, in the name of the Licensor or otherwise bind the Licensor in any manner whatsoever, except as set forth in this Agreement;
- h. provide the Data to, or incorporate the Data in products or services provided to third parties, save and except that,
 - (i) The Licensee may, as part of and in the ordinary course of their businesses, create, provide and distribute to third parties (orally, in writing, electronically or otherwise) reports, presentations and other publications which utilize limited and insignificant excerpts of the Data without the prior written consent from IATA and without payment of any additional fee, provided that appropriate references are made to the copyright of IATA on or near each such excerpt.
 - (ii) The Licensee shall be entitled to review and repackage the Data for its business purpose and, to disclose, information contained in such repackaged form for its consulting projects or research work, as the case may be.; and
- i. without limiting the generality of the foregoing subsections, allow any third party, entity or person to have access to or use the Data, directly or indirectly, without the prior written consent of the Licensor, which consent shall be at Licensor's sole discretion.
- **6.** <u>Termination by Licensor</u>. Notwithstanding any provision of this Agreement and without prejudice to any other rights, Licensor may immediately terminate the perpetuity of the licence granted in Section 1 herein upon written notice to Licensee if Licensee breaches or otherwise fails to comply with any terms and conditions of this Agreement.

IATA SOFTWARE END USER LICENSE AGREEMENT

- 7. Warranty. Licensor has used commercially reasonable efforts in collecting, preparing and maintaining material for inclusion in the Data. However, considering it is supplied on an "as is" basis, the Licensor does not represent or warrant that the information contained in the Data is complete or free from errors, and does not assume, and expressly disclaim, any liability to any person(s) including, without limitation, Licensee for any loss or damage caused by errors or omissions in the Data, or delay in the provision of the Data, whether such errors, omissions or delays result from negligence, accident or any other cause (excluding Licensor's gross negligence or wilful misconduct). NEITHER IATA NOR ITS SUPPLIERS SHALL BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER PECUNIARY LOSS, OR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, THIRD PARTY OR CONSEQUENTIAL DAMAGES), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE DATA AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF IATA OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, CONDITION, QUALITY, PERFORMANCE AND ANY WARRANTY AGAINST INFRINGEMENT. This limited warranty gives Licensee specific legal rights. Licensee may have others. which vary from jurisdiction to jurisdiction.
- **8.** <u>Limitation of Liability</u>. Notwithstanding any other provision of this Agreement, in the event of any defect in the Data or other breach of this Agreement by Licensor or other claim brought by Licensee (whether in negligence or otherwise), Licensor's entire liability and Licensee's exclusive remedy shall not exceed the License Fees paid by Licensee for use of the Data hereunder during a period of six (6) months immediately preceding the claim.
- 9. <u>Indemnification</u>. Licensee hereby agrees to indemnify and hold harmless Licensor and its officers, employees, agents and servants from and against any and all claims, demands, actions, causes of action, judgments, costs, attorneys' fees, expenses and liability of any kind or nature which they may incur, suffer or be required to pay which may result, directly or indirectly, from any use (including without limitation reliance) by Licensee of the Data, or data or information thereon or from any breach by Licensee of the provisions of this Agreement, unless such damages are due to Licensor's gross negligence or wilful misconduct.
- **10.** <u>Basis of Bargain.</u> The Warranty, Limitation of Liability and Indemnification set forth above are fundamental elements of the basis of the agreement between the Licensor and the Licensee. The Licensor would not be able to provide the Data on an economic basis without such limitations.
- 11. <u>Consequence of Termination</u>. Upon termination of this Agreement for any reason, Licensee shall destroy all copies of the Data and all of its component parts, and shall refrain from making any further use whatsoever of the Data. This requirement applies to all copies of the Data in whatever form, partial or complete, and whether or not modified or merged into other materials and whether or not merged with the data of Licensee. Notwithstanding the foregoing, upon request of Licensee, Licensor will allow Licensee to continue using the Data hereunder as stored internally in accordance with the provisions of this Agreement, for a maximum period of eighteen (18) months following the effective date of termination of

IATA SOFTWARE END USER LICENSE AGREEMENT

this Agreement. For this purpose, this Section and the entire Agreement shall survive the termination of this Agreement until the expiry of this eighteen (18) month period.

- **12.** Applicable Laws, Dispute. This Agreement shall be construed in accordance with and governed by the laws of the province of Québec (Canada) and the applicable laws of Canada, notwithstanding any conflict of law provisions. The Licensee hereby consent to the exclusive jurisdiction and venue of the Provincial courts sitting in the city of Montreal, Quebec or the federal courts in the Province of Quebec to resolve any disputes arising under this Agreement. In each case this Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.
- **13.** <u>Assignment</u>. The Licensee shall not assign or transfer or permit the assignment or transfer of this Agreement without the prior written consent of the Licensor.
- **14.** <u>Severability.</u> If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will been forced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect.
- **15.** Entire Agreement. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. The Licensee agrees that any varying or additional terms contained in any purchase order or other written notification or document issued in relation to the Data licensed hereunder shall be of no effect.
- **16.** <u>Waiver</u>. The failure by Licensor at any time to require performance by Licensee of any of its obligations shall not affect Licensor's rights to require such performance at any time thereafter. A waiver by a Licensor of a breach or specific delay shall not be taken or held to be a waiver of any subsequent breach or delay.
- **17.** <u>Amendments</u>. No IATA dealer, agent or employee is authorized to make any amendment to this Agreement, unless such amendment is in writing and signed by a duly authorized representative of IATA.
- **18.** <u>Trademarks</u>. IATA and other trademarks related to the Data are trademarks or registered trademarks of IATA in Canada and/or other countries. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. The Licensee may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This Agreement does not authorize the Licensee to use IATA's or its licensors' names or any of their respective trademarks.
- 19. <u>Third Party Software.</u> The Data may contain third party software which requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are may be obtained by writing to cbpsupport@iata.organd are made a part of and incorporated by reference into this Agreement. By accepting this Agreement, you are also accepting the additional terms and conditions, if any, set forth therein.

ALL QUESTIONS CONCERNING THIS AGREEMENT SHALL BE DIRECTED TO: IATA, 800 PLACE VICTORIA, BOX 113, MONTREAL QUEBEC, H4Z 1M1, ATTENTION: GENERAL COUNSEL.