

NON-EXCLUSIVE DATA LICENCE AGREEMENT

between

XX AIRLINE

and

XX METEOROLOGICAL INSTITUTE

XX Airline Country,
acting through Official name and address
represented by Name hereinafter referred to as "XX",

and

XX Meteorological Institute,
a governmental authority operating under the auspices of the Ministry of XX, Address
represented by Name and position hereinafter referred to as "XX",

hereinafter collectively referred to as "Parties".

Whereas XX as Responsible Member for the National AMDAR Programme wishes to use certain data out of XX AIRLINE's aircraft for use within the National AMDAR Programme and XX AIRLINE is willing and prepared to provide the XX and the National AMDAR Programme with the right to use the data and whereas both parties wish to incorporate the terms and conditions concerning the use of the data by the XX and the National AMDAR Programme in an agreement (hereinafter referred to as "Agreement").

DO HEREWITH AGREE AS FOLLOWS

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1. Granting of Licence

- 1.1 Through its [Type of Aircraft] fleet, XX AIRLINE shall deliver to the XX the data specified in annex 1 of this agreement (hereinafter called "data"). XX AIRLINE hereby grants to the XX under a non-exclusive, non-transferable licence, subject to the terms and conditions of this agreement, the right to use, reproduce or store the data and distribute the data according to the WMO (World Meteorological Organization) rules.
- 1.2 The XX hereby acknowledges that this is a non-exclusive, non-transferable licence and that the data licensed hereunder may be sold or leased or licensed or made available in another way by XX AIRLINE to other users.

2. Finance

2.1 Charges

The charges to be paid by the XX which consist of AMDAR support and software maintenance costs and AMDAR data costs are specified in annex 2 of this agreement.

2.2 Data modifications

The data specified in annex 1 may also be modified upon request by the XX. XX AIRLINE shall remain sole judge as to the technical feasibility of any modification requested.

Specific developments requested by the XX can be evaluated and work carried out on the XX's acceptance of proposed price and project planning.

3. General Finance Conditions

3.1 Taxes

The XX shall hold XX AIRLINE free and harmless from liability for taxes, duties, fees or other assessments (including the amount of interest and penalties in connection therewith), imposed by any government or other authority as a result of this Agreement, except taxes levied or assessed by the XX Government on XX AIRLINE' net income profit.

3.2 Pricing

The charges of this agreement are exclusive of tax. They are firm and non revisable until January 1, 2009. They shall be discussed and if necessary adapted once a year at least two months before the beginning of the new year.

When agreed by the Parties, the revised pricing will be applicable from 1st January.

4. Payment

4.1 Payment of Invoices

The invoice shall be established by applying the charges specified in Annex 2 of this Agreement to the units counted by the System.

The XX shall be invoiced by XX AIRLINE every three months.

The invoices will be sent to the following address:

XX Meteorological and Hydrological Institute
ADDRESS

VAT:

Phone:

Fax:

4.2 Other Payment Provisions

a. The XX shall pay all invoices within 30 days after the arrival date of invoice.

b. All payments shall be made by the XX to XX AIRLINE in USD into XX AIRLINE's account as indicated on the XX AIRLINE's invoice.

c. In case payments have not been received 30 days after the date of invoice, XX AIRLINE may charge interest of 1 % (one point zero per cent) per month.

5. Duration

5.1 This agreement shall be effective starting from September 1, 2007.

5.2 The initial term of this Agreement shall be 3 years.

5.3 This initial term shall be automatically extended by consecutive one year period after the initial 3-year term of this Agreement, except in case of termination by either party which termination is subject to written notice given by either party at least 6 months prior to the expiration of respectively the initial three year period or each subsequent one year period.

6. Termination

- 6.1 Notwithstanding any provision of this Agreement, the non-defaulting Party hereto shall be entitled to terminate this Agreement forthwith, without need to judicial recourse, if:
- a. the other Party is in default in the performance of any of the terms or conditions of this Agreement, and such default shall not have been cured within forty five (45) days After the receipt of written notice of such default by that other Party, or
 - b. the other Party becomes insolvent or makes a general assignment for the benefit of its creditors or is declared bankrupt or if a petition for its reorganization or the readjustment of its indebtedness is filed by or against it, or if a receiver, trustee or liquidator of all or substantially all of its property is appointed.
- 6.2 Each Party hereto shall fulfil all its obligations accrued under this Agreement up to the day the termination becomes effective, it being understood and agreed that all conditions of Article 8 hereof shall survive such termination and shall remain in full force and effect.
- 6.3 In any case, the assignment of the XX of the XX AMDAR Programme by any other Company, realized in accordance with the provisions of article 12, shall not be a cause of termination of the Agreement.

7. Warranty, Liability, Default

- 7.1 The Service will be furnished in accordance with the accepted standards, practices and procedures normally followed in the industry.
- Except as set forth in this article, XX AIRLINE expressly disclaims all warranties, whether written, oral, express, implied or statutory as to any to any Services rendered including any warranty of fitness for a particular purpose. XX AIRLINE does not warrant that the provision of the Services meets XX's requirements, expectations or particular needs, will be uninterrupted or error free. XX AIRLINE will have no responsibility for the accuracy, completeness, authenticity, fitness for any particular purpose of such data. XX AIRLINE will not be responsible for mistakes or errors in such data.
- 7.2 In case of default, the Party which is in default shall without prejudice to the provisions mentioned in Article 6.1 reimburse only to the other Party the direct damage the latter may incur as a result of such default. However in such case due to default of XX AIRLINE, agents, and/or independent subcontractors, XX AIRLINE shall only be obligated to reimburse the XX the costs if any, reasonably made by the XX due to such default, to have data transfer going on, until the time that data transfer is working properly again, except in case of wilful misconduct or gross negligence of XX AIRLINE, its agents and/or independent subcontractors. Notwithstanding anything to the contrary, XX AIRLINE' total liability under this Article 7 shall never exceed the one month charges that are due by the XX to XX AIRLINE under Article 2 of this

Agreement. Such amount is the XX's sole and exclusive remedy for any and all XX AIRLINE's failure.

- 7.3 Except if caused by wilful misconduct or gross negligence of XX AIRLINE, its agents and/or independent subcontractors, in no other case XX AIRLINE shall be liable for any loss or damage of any nature sustained by any third party and the XX shall indemnify XX AIRLINE and hold XX AIRLINE free and harmless from any claims instituted by third parties (including all costs, fees and expenses incident thereto) in this respect.
- 7.4 Notwithstanding the above, neither Party shall under any circumstances be liable for loss of revenue, loss of profits, loss of goodwill any indirect, consequential or incidental damage sustained by the other Party resulting from the goods furnished, services rendered or the failure to furnish goods or render services hereunder, and both Parties shall waive any right of recourse against the other Party in this respect.
- 7.5 Except in case of wilful misconduct or gross negligence of the XX, XX AIRLINE shall bear the risk of and shall hold the XX free and harmless from and shall indemnify the XX against any and all claims (including all costs, fees and expenses incident thereto), arising out of or in connection with death of or injury to employees of XX AIRLINE or loss of or damage to the properties of XX AIRLINE, resulting from or in connection with the performance or non-performance of services under this Agreement.
- 7.6 Except in case of wilful misconduct or gross negligence of XX AIRLINE, the XX shall bear the risk of and shall hold XX AIRLINE free and harmless from and shall indemnify XX AIRLINE against any and all claims (including all costs, fees and expenses incident thereto), arising out of or in connection with death of or injury to employees of the XX or loss of or damage to the properties of the XX, resulting from or in connection with the performance or non-performance of services under this Agreement.
- 7.7 XX AIRLINE shall under no circumstances be liable for failure in the field of the performance, nor for the operational performance of the E-AMDAR terminal equipment, nor for any delay in transmission or corruption of output in the data due to malfunction of services performed by third parties, such as but not limited to SITA or ARINC and the XX shall waive any right of recourse against XX AIRLINE and shall hold XX AIRLINE free and harmless in this respect.

8 Intellectual property

- 8.1 All rights whatsoever in intellectual property used in the provision of the Service(s) are the property of XX AIRLINE and its licensors. Nothing in this Agreement transfers any interest in any of such property to the XX. Whether or not such property is the subject of patent, copyright, trademark or other legal protection, the XX shall not transfer nor make available to any third party the use of such property, nor use it for any purpose other than as envisaged by this Agreement, without the prior consent of XX AIRLINE.

Except as expressly set forth in this Agreement, the XX shall not cause or permit any copy, reverse engineering, decompilation, modification, translation or disassembly of such property without XX AIRLINE prior written consent.

The XX shall not have or acquire any right, title or interest in such property.

9 Confidentiality

- 9.1 The XX agrees neither to disclose the terms of this Agreement, nor to disclose any information or documents it might receive or learn at the time of implementation of this Agreement. It shall take all measures necessary to this effect, and shall impose the same obligation on its employees, officers and sub-contractors in order to ensure that its commitments are respected.

No information and documents which the parties may give to each other or of which they may learn, may be used for any purpose other than the implementation of this Agreement by the XX.

The obligation of confidentiality set forth in this Article shall remain in effect even after the termination of this Agreement for any cause whatsoever.

10. Force Majeure

- 10.1 Neither the XX nor XX AIRLINE shall be liable or in default under this Agreement for any delay or failure to perform any of the obligations under this Agreement, other than failure to pay any amounts when due and owing hereunder, if such delay or failure is caused by force majeure, including but without limitation, acts of war, acts of public enemy, fire, explosion, acts of any government, natural disasters, civil strife, strikes, labour disputes whether or not involving either Party's employees, and because of delays of supplies due to any of the aforesaid causes. The Parties agree to resume full performance of this Agreement promptly upon removal of any force majeure cause or causes under this Article 8. In case a delay in the performance of services due to a cause mentioned above occurs, the duration of this Agreement shall be extended for the same period as the duration of such delay. This extension shall then be included in a separate Annex to this Agreement. If any such cause substantially delays the XX or XX AIRLINE from performing its

obligations hereunder for a period of one (1) month, the other Party hereto shall have the right to terminate this Agreement with immediate effect without need to judicial recourse and this shall be the sole remedy available; however, XX AIRLINE shall be entitled to payment for services performed under this Agreement until the time of such termination. If by any force majeure cause or causes under this present Article XX AIRLINE cannot render the services as agreed under this Agreement to the XX for a certain period, the obligation of the XX to pay charges to XX AIRLINE shall be postponed for this same period.

11. Content of the Agreement

- 11.1 This Agreement, together with Annex(es) attached, constitute the entire Agreement between the Parties with respect to the subject covered hereunder and supersede all previous proposals, oral or written, and all previous negotiations, other communications and other written agreements between the Parties with respect to the subject matter hereof.
- 11.2 This Agreement may be modified only by a written amendment to this Agreement, signed by duly authorized representatives of both Parties.
- Both the Agreement and any amendments then constitute the entire Agreement between the Parties.

12. Assignment

- 12.1 The XX may not assign its rights and/or obligations hereunder to any company or organization unless such assignment is agreed to beforehand in writing by XX AIRLINE.
- In case of substitution of the current XX of the XX AMDAR Programme by any other Company, the present Agreement shall survive. All of the provisions of the Agreement, shall remain in full force and effect, and shall be applicable to the new XX.
- Such substitution shall be carried out by an amendment signed between XX AIRLINE and the new XX. This amendment shall specify the new address for notices and shall consequently modify the address mentioned hereinafter in Article 13.

13. Notices

- 13.1 Any formal notice between the Parties with respect to this Agreement shall be deemed to be sufficiently given if sent by registered mail, proper postage prepaid to the following addresses:

for the XX:

XX Meteorological and Hydrological Institute

ADDRESS

To the attention of the National AMDAR Programme Manager

for XX AIRLINE:

NAME

ADDRESS

To the attention of XX

The Parties shall forthwith notify the other Party of any modification in the above addresses.

14. Disputes

14.1

In case of dispute or claim arising in connection with the construction, or the performance or consequences of the present Agreement, the Parties undertake to do their utmost to reach an amicable settlement.

Failing an amicable settlement within one month of the receipt of the written notification of such dispute by either Party by registered mail with acknowledgment of receipt, the said dispute shall be settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said rules.

The arbitration shall take place in XX (place) and the proceedings shall be conducted in English language.

The arbitration award, if providing for damages, shall include interest from the date of any breach or other violation of this Agreement.

The arbitration award shall be final and binding upon the Parties, not subject to appeal, and honoured by the Parties without having resort to any court; however, if the award is not carried out voluntarily and without delay, it shall be referred to and enforced by any court having jurisdiction over the subject matter or any of the parties or their assets.

15. Waiver

15.1

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other

provisions hereof and no waiver shall be effective unless made in writing and signed by both Parties.

16. Governing Law

- 16.1 This Agreement shall in all respects be construed, interpreted and be governed by the laws of XX Country.
- 16.2 If any provision herein contained shall be found to be prohibited by any applicable law, such provision shall be ineffective to the extent of such prohibition without in any way affecting any other provision herein contained.

EXECUTED IN TWO ORIGINALS AND SIGNED

For XX Airline

For the XX Meteorological Institute:

Place, Date:

Place, Date:

NAME

NAME

Head of Flight Ops Standards

Manager

UNIT

Government Services and International Relations Unit

ANNEX 1 / DATA DESCRIPTION

Data provided consist of reports with meteorological data, coming from measurements taken on specific XX AIRLINE aircraft, during specific flight phase, transmitted in real time to the XX who will be responsible for the processing the data into the WMO Meteorological Data Network (Global Telecommunications System – GTS).

Contents and format of messages comply with international AMDAR standards. Optional meteorological parameters like humidity, turbulence and icing are however not currently transmitted.

Applicable aircraft

All aircraft from XX AIRLINE fleets on which specific on board software has been set up are eligible to measurements.

XX AIRLINE will provide the XX with an updated list of destinations for those aircraft, every six months, at each change of IATA seasonal flight program.

Measurements

Measurements are activated on aircraft during their take-off, flight level and landing phases at designated airports among those served by XX AIRLINE, and according to an agreed profile policy.

The list of airports at which AMDAR profiles should be generated will be provided to XX AIRLINE by the XX.

In order to avoid unnecessary profiles being generated within the same hour a maximum repeat frequency will be given for each airport, (i.e. 1 profile per hour from XX Airport, 1 profile every 3 hours for YY Airport) by the XX. **These are just examples**

Measurements will be triggered in accordance with the ARINC 620 technical specification. **Perhaps other specification apply**

Data transmissions

Once they have been established, reports are transmitted through ACARS Air-Ground downlink from the aircraft to the XX AIRLINE ground processing system, which processes the data messages and delivers them in WMO/FM42 Code in near real time via SITA or ARINC data link to the designated XX address. This will be provided by the XX. **Perhaps other specification apply**

ANNEX 2 / SPECIFICATION of DELIVERY These are just examples

Item No	Description	Unit	Price ex VAT in XX Currency
1	AMDAR SUPPORT INCLUDING SOFTWARE MAINTENANCE	Per month	
2	AMDAR DATA (running costs), current status of Flight Selection System	Per AMDAR report sent	Price ex VAT in USD
2.1	AMDAR data from B737 fleet incl. uplink cost	“	
2.2	AMDAR data from A319/321 fleet incl. uplink cost	“	
2.3	AMDAR data from A330/340 fleet incl. uplink cost	“	
2.4	AMDAR data from RJ85/Q400 fleet incl. uplink cost	“	

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