

APPROVED by  
Director General of  
State Enterprise "Oro navigacija"  
July 2015  
Order No

## LICENSE AGREEMENT

This License agreement is an integral part of the Order Form and is made and entered into by and between SE "Oro navigacija", company code 210060460, with its registered office at Rodūnios kelias 2, LT-02188 Vilnius, Lithuania (hereinafter, the "**Licensor**") and legal or natural person who signed the Order Form (hereinafter, the "**Licensee**"), collectively referred to herein as the "**Parties**" and each individually as a "**Party**", who mutually agree to the terms and conditions of this License Agreement.

### 1. RECITALS

- 1.1. Licensor owns a number of Licensed Material as described in clause 2.2, including the copyrights therein.
- 1.2. Licensee wishes to obtain limited rights to use Licensed Material for the purposes indicated below.
- 1.3. Licensor desires to permit that use subject to the following terms and conditions.

### 2. DEFINITIONS

- 2.1. "Agreement" shall mean this License agreement.
- 2.2. "Licensed Material" shall mean the following products which are used regardless of whether together or each separately:
  - 2.2.1. Electronic Lithuania AIP;
  - 2.2.2. VFR Aeronautical Chart - ICAO 1:500 000 LITHUANIA;
  - 2.2.3. Airfield Guide Lithuania;
  - 2.2.4. Electronic terrain and obstacle data.

### 3. OWNERSHIP OF LICENSED MATERIAL AND COPYRIGHT

- 3.1. Title to all copies of the Licensed Material remains with SE "Oro navigacija". SE "Oro navigacija" may make changes to the Licensed Material at any time.
- 3.2. All intellectual property rights in the Licensed Material are owned by SE "Oro navigacija" and are protected by law of the Republic of Lithuania, including but not limited to copyright, trade secret, and trademark law, as well as other applicable laws and international treaty provisions.

### 4. GRANT OF RIGHTS

- 4.1. Licensor grants Licensee a non-exclusive, non-transferrable and non-sublicensable license right to use the Licensed Material under provisions specified in this Agreement.

4.2. Parties hereby agree that license right set forth in clause 4.1 will be granted to Licensee after payment indicated in the Order Form has been received by Licensor.

## **5. USE OF LICENSED MATERIAL**

5.1. Licensee may use Licensed Material on a single computer.

5.2. Licensee may make one copy of Licensed Material only exclusively for his individual use and not for commercial advantage.

5.3. Licensee shall not distribute, rent, lend, sell or sublicense the Licensed Material.

5.4. No changes to Licensed Material or its content may be made by Licensee.

5.5. Licensee shall ensure that Licensed Material retains all Licensor copyright notices and other proprietary legends of Licensor.

5.6. Licensee must immediately notify Licensor if it becomes aware or suspects that any third party that has gained access to the Licensed Material through Licensee or is wrongfully using the Licensed Material, in whole or in part, or is violating any of Licensor's intellectual property rights.

## **6. LICENSE PRICE AND TRANSFER OF LICENSED MATERIAL**

6.1. Licensee must pay to Licensor a fee set forth in clause 4.2 as a condition precedent to Licensor granting the rights to use the Licensed Material in accordance with this Agreement.

6.2. Licensee shall make a payment set forth in clause 6.1 within one month after receiving the invoice.

6.3. Once the payment set forth in clause 6.1 above has been received by Licensor, the Licensed Material shall be sent to Licensee by post to the address indicated in the Order Form or by authorizing the Licensee to download Licensed Material to his/her computer.

## **7. TERMINATION**

7.1. Parties shall agree that upon termination of this Agreement, all rights granted by this Agreement, including, without limitation, Licensee's right to use the Licensed Material, will expire.

7.2. Upon termination of this Agreement Licensee must immediately terminate and refrain from all use of the Licensed Material.

## **8. NOTICES**

8.1. Any notice required to be given pursuant to this Agreement shall be in writing and sent to the following addresses: to Licensor by email: [ais@ans.it](mailto:ais@ans.it), to Licensee by email indicated in the Order Form above.

## **9. ASSIGNMENT**

9.1. Licensee shall not assign any rights of this Agreement without the prior written consent of Licensor.

## **10. TERM OF LICENSE**

10.1. The license rights granted to Licensee under this Agreement are valid during the execution and validity term of this Agreement.

## **11. BREACH OF AGREEMENT**

11.1. The Parties hereby agree that if Licensee illegally reproduces, communicates to the public or by any other way and means illegally uses Licensed Material, including but not limited, distributes, transports or keeps illegal copies, he/she shall pay a fine of the amount of 579 EUR to Licensor. The Parties expressly declare that the amount of the fine indicated in clause 11.1 above is appropriate, adequate and proportionate.

11.2. The Parties hereby agree that Licensee shall pay the fine indicated in clause 11.1 above within 10 days after the date of receipt of Licensor's claim and reimburse Licensor for damages if the fine, provided in clause 11.1 above, does not fully cover Licensor's damages.

11.3. The Parties hereby agree that if Licensee repeatedly performs action(s) set forth in clause 11.1, Licensor shall have a right to terminate this Agreement. The notice of termination of this Agreement must be given to Licensee within 30 days before the date of termination of this Agreement.

## **12. GOVERNING LAW AND JURISDICTION**

12.1. The laws and regulations of the Republic of Lithuania shall be applied to this Agreement and all rights and obligations arising under it. This Agreement shall be interpreted in accordance with the law of the Republic of Lithuania.

12.2. Parties hereby agree that any dispute, disagreement or requirement arising out of or in connection with the Agreement, the violation, termination or validity hereof, shall be settled by the courts of the Republic of Lithuania under the law of the Republic of Lithuania.

## **13. MISCELLANEOUS**

13.1. This Agreement shall come into force from the date of its signing and is valid all the period of use of the purchased Licensed Material.

13.2. Should one or more provisions of the Agreement is or become invalid or impossible to implement, this shall not make all other provisions of the Agreement invalid. In this case, the Parties agree to replace the invalid provision by a legally valid provision which is as far as possible consistent with the invalid provision in its legal and economic result.

13.3. Any variation to the Agreement can be made only upon a written agreement of both Parties.

**By signing the Order Form, Licensee certifies that he/she agrees with the above License agreement and undertakes to comply with the terms and conditions of this License agreement.**

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