

General Users' License

The open flightmaps Association (OFMA) and You (as defined below) agree as follows:

1.0 Definitions

“OFMA” – Means open flightmaps Association, of Getreidegasse 32 in Salzburg, Austria, a “not for profit” organization whose mission is to develop a comprehensive database of international aeronautical data.

“You” – Means a Person exercising rights under this License who has not previously breached the terms of this License, or who has received express permission from the OFMA to exercise rights under this License despite a previous breach.

“OFM Database” – A collection of data, independent works, or other materials (the Contents) arranged in a systematic or methodical way and individually accessible by electronic or other means, offered under the terms of this License.

“Author” - The OFMA is the Author of the OFM Database and is the sole owner of the exclusive rights in the OFM Database.

“Contents” – Means the contents of the OFM Database, which includes the data, independent works, or other material collected into the OFM Database. For example, the contents of the OFM Database could be factual data or works such as images, maps, diagrams, tables, charts, audiovisual material, text, or sounds.

“Database Directive” – Means Directive 96/9/EC of the European Parliament and of the Council of Europe of 11 March 1996 on the legal protection of databases, as amended or succeeded.

“Database Right” – Means the “sui generis” right described in Chapter III of the Database Directive, which prevents the Extraction and/or Re-utilization of the whole or a Substantial part of the OFM Database.

“Extraction” – Means the permanent or temporary transfer of all or a Substantial part of the Contents to another medium by any means or in any form.

“Re-utilisation” – Means any form of making available to the public all or a Substantial part of the contents of a database by the distribution of copies, either permanently or on a temporary basis, transmitted online or by other means.

“Substantial” – Means substantial in terms of quantity or quality or a combination of both. The repeated and systematic Extraction or Re-utilization of insubstantial parts of the Contents may amount to the Extraction or Re-utilization of a Substantial part of the Contents.

“Derivative Database” – Means a database based upon the OFM Database, and includes any translation, adaptation, arrangement, modification, or any other alteration of the OFM Database or of a Substantial part of the Contents. This includes, but is not limited to, Extracting or Re-utilising the whole or a Substantial part of the Contents in a new database.

“Collective Database” – Means this OFM Database in unmodified form as part of a collection of independent databases that together are assembled into a collective whole. A work that constitutes a Collective Database will not be considered a Derivative Database.

“License” – Means this license agreement and is both a license of rights such as copyright and Database Rights and an agreement in contract.

“**Person**” – Means a natural or legal person or a body of persons corporate or incorporate.

“**Use**” – As a verb, means doing any act that is restricted by copyright or Database Rights whether in the original medium or any other; and includes without limitation; distributing, copying, publicly performing, publicly displaying, making publicly available, broadcasting, reproducing in whole or in part, translating, adapting, altering, arranging and preparing derivative works of the OFM Database, as well as modifying the OFM Database as may be technically necessary to use it in a different mode or format.

“**Produced Work**” – Means a work (such as an image, a map, a diagram, text, a checklist, audiovisual material, or sounds) resulting from Using the whole or a Substantial part of the Contents (via a search or other query) from the OFM Database, a Derivative Database, or the OFM Database as part of a Collective Database.

“**Publicly**” – Means to Persons other than You, or under Your control or direction (such as employees or contracting with an independent consultant).

Words in the singular include the plural and vice versa.

2.0 Legal rights covered

2.1 This License covers the legal rights in the OFM Database, including:

a) **Copyright**

This refers to the copyright and neighbouring rights in the Database arising from the Author’s intellectual creation. The copyright licensed includes the arrangement and structure of the individual elements of the Database, but does not extend to the copyright over the Contents independent of the OFM Database. See Section 2.3 for details. The Copyright protection covers, amongst others: the Database model or schema, which is the structure, arrangement, and organization of the OFM Database, the OFM Database tables and table indexes; the data entry and output sheets; and the field names of Contents stored in the OFM Database.

b) **Database Rights**

Database Rights extend to the Extraction and Re-utilization of the whole or a Substantial part of the Contents. Database Rights can apply even when there is no copyright over the database. Database Rights can also apply when the Contents are removed from the OFM Database and are selected and arranged in a way that would not infringe any applicable copyright.

c) **Contract**

This is an agreement in contract between You and OFMA for access to the OFM Database, in which you agree to certain important conditions in exchange for this access, as specified in this License.

2.2 Rights not covered.

a) This License does not apply to computer programs used in the making or operation of the OFM Database;

b) This License does not cover any patents over the OFM Database or over the Contents;

c) This License does not cover any trademarks associated with the OFM Database; and

d) This License does not cover the typeface or fonts used to display the data or information.

2.3 Relationship to Contents in the OFM Database.

The individual items of the Contents contained in this Database may be covered by other rights, including copyright, patent, data protection, privacy, or personality rights, and this License does not cover any rights in individual Contents contained in the OFM Database other than Database Rights.

3.0 Rights granted

- 3.1 Subject to the terms and conditions of this License, OFMA grants to You a worldwide, royalty-free, non-exclusive, terminable (but only under Section 10) license to Use the OFM Database for the duration of any applicable copyright and Database Rights. These rights explicitly include commercial use, and do not exclude any field of endeavour. To the extent possible these rights may be exercised in all media and formats whether now known or created in the future. The rights granted cover, for example:
- a) Extraction and Re-utilization of the whole or a Substantial part of the Contents;
 - b) Creation of Derivative Databases;
 - c) Creation of Collective Databases;
 - d) Creation of temporary or permanent reproductions by any means and in any form, in whole or in part, including any Derivative Databases or as a part of Collective Databases; and
 - e) Distribution, communication, display, lending, making available, by any means and in any form, in whole or in part, including any Derivative Database or as a part of a Collective Database.
- 3.2 Reservations: Although access to the OFM Database is made available through this license, the servers used to host the OFM Database and the web server from which it can be accessed are provided by private sponsors of the OFMA. As a result the OFMA reserves the right to restrict or refuse access, temporarily or permanently, to some users in order to be able to prevent abuses of the service.

4.0 Conditions of Use

- 4.1 The rights granted in Section 3 above are expressly made subject to Your complying with the following conditions of use. These are important conditions of this License, and if You fail to follow them, You will be in material breach of its terms.
- 4.2 Attribution: If You Use the OFM Database, a Derivative Database, or the OFM Database as part of a Collective Database in any way that enables a Person to make or receive copies of the OFM Database or a Derivative Database, or if You Publicly Use the whole or a Substantial part of the Contents (via a search or other query) from the OFM Database, a Derivative Database, or the OFM Database as part of a Collective Database to make a Produced work, You must include a notice reasonably designed to make any Person that uses, views, accesses, interacts with, or is otherwise exposed to the OFM Database, a Derivative Database, the OFM Database as part of a Collective Database or the Produced Work, aware that You have used the OFM Database as an important source of information and/or Content was obtained from the OFM Database.

Example notices. The following texts will satisfy the attribution notice under Section 4.2:

“Contains information from the open flightmaps database, see www.openflightmaps.org”

or

“Copyright open flightmaps contributors”

- 4.3 Contribute or communicate alterations: If You Publicly Use a Derivative Database or a Produced Work from a Derivative Database or Use the OFM Database as part of a Collective Database, and in the process You make any alterations to the data included in the OFM Database You must:
- a) either contribute the alterations directly into the OFM Database in the usual way and within a reasonable time-frame that does not exceed 15 days calculated upon the creation of the

alteration(s), using the Web interface www.openflightmaps.org/contributors or any other interface normally used by You, provided by the OFMA such as a web service,

or

b) You must create a file, in a format approved by the OFMA, containing all of the alterations made by You to the data comprising the OFM Database, and submit this file of alterations to the OFMA, in a timely manner to be agreed (whereas the time-frame shall in any case not exceed 15 days calculated upon the creation of the alteration(s))

or

c) if the alterations are of general, repetitive, or methodical nature, such as, for example systematically eliminating all airspace above FL250 in order to customize the information for glider pilots, You must communicate the nature of all of the alterations to the OFMA within a reasonable time-frame that does not exceed 15 days calculated upon the creation of the alteration(s).

4.4 Facilitate the contribution of alterations made by your users

If You Publicly Use a Derivative Database or a Produced Work from a Derivative Database or Use the OFM Database as part of a Collective Database, and in the process Your clients, users and / or licensees are able to make alterations to the data obtained from the OFM Database, You must facilitate the contribution of these alterations into the OFM Database, by your clients, users or licensees, by providing one of the following interfaces:

a) You must place direct links in your application to the OFMA contributors website (i.e. not re-directed via an advertising or other intermediary website), positioned in a suitably prominent position, so that all such alterations may be easily contributed to the OFM Database directly by your clients, users and / or licensees. For instance you might include a button with the text "Contribute Alterations to the Data" on every screen on which data is displayed, with a link to **[http://openflightmaps.org/entity/#\[entity ID\]](http://openflightmaps.org/entity/#[entity ID])** in which your application adjusts the entity ID to the item being used by the user,

b) Or You must provide access to another interface, to be agreed with the OFMA in advance, in order to facilitate the contribution of all alterations of the data by your clients, users and / or licensees,

c) Or You must attempt to capture all such alterations and include them in a file, in a format to be agreed with the OFMA in advance, and this file must be delivered to the OFMA periodically as agreed with the OFMA in advance.

4.5 Licensing to others

You may not sub-license the OFM Database. Each time You communicate the OFM Database, the whole or Substantial part of the Contents, or any Derivative Database to anyone else in any way, the OFMA offers to the recipient a license to the OFM Database on the same terms and conditions as this License. You are not responsible for enforcing compliance by third parties with this License, but You may enforce any rights that You have over a Derivative Database. You are solely responsible for any modifications of a Derivative Database made by You or another Person at Your direction. You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License

5.0 Royalties

5.1 This license is royalty free but for the avoidance of doubt:

5.2 Voluntary license schemes.

If license schemes are voluntary in your jurisdiction, the OFMA waives the right to collect royalties arising from any exercise by You of the rights granted under this License.

5.3 Compulsory license schemes.

If the right to collect royalties is compulsory or subject to statute in your jurisdiction, OFMA waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this License, if such rights can be waived, and if they cannot be waived the OFMA reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this License in your jurisdiction.

6.0 Moral rights

6.1 This section covers moral rights, including any rights to be identified as the Author of the Database or to object to treatment that would otherwise prejudice the Author's honour and reputation, or any other derogatory treatment.

6.2 For jurisdictions allowing waiver of moral rights, the OFMA waives all moral rights that it may have in the OFM Database to the fullest extent possible by the law of the relevant jurisdiction under Section 12.3.

6.3 If waiver of moral rights under Section 6.2 is not possible in the relevant jurisdiction, the OFMA agrees not to assert any moral rights over the OFM Database and waives all claims in moral rights to the fullest extent possible by the law of the relevant jurisdiction under Section 12.3.

6.4 For jurisdictions not allowing waiver or an agreement not to assert moral rights under Sections 6.2 and 6.3, the Author may retain its moral rights over certain aspects of the Database.

6.5 Please note that some jurisdictions do not allow for the waiver of moral rights, and so moral rights may still subsist over the Database in some jurisdictions.

7.0 Fair dealing, database exceptions, and other rights not affected

7.1 This License does not affect any rights that You or anyone else may independently have under any applicable law to make use of this Database, including without limitation:

a) Exceptions to the Database Right including Extraction for purposes of illustration for teaching or scientific research, and Extraction or Re-utilization for public security or an administrative or judicial procedure.

b) Fair dealing, fair use, or any other legally recognized limitation or exception to infringement of copyright or other applicable laws.

7.2 This License does not affect any rights of lawful users to Extract and Re-utilize insubstantial parts of the Contents, evaluated quantitatively or qualitatively, for any purposes whatsoever, including creating a Derivative Database (subject to other rights over the Contents, see Section 2.3). The repeated and systematic Extraction or Re-utilization of insubstantial parts of the Contents may however amount to the Extraction or Re-utilization of a Substantial part of the Contents.

8.0 Warranties and Disclaimer

- 8.1 The Database is licensed by the OFMA “as is” and without any warranty of any kind, either express, implied, or arising by statute, custom, course of dealing, or trade usage.
- 8.2 The OFMA specifically disclaims any and all implied warranties or conditions of title, non-infringement, accuracy or completeness, the presence or absence of errors, and the fitness for a particular purpose, merchantability, or otherwise.
- 8.3 Some jurisdictions do not allow the exclusion of implied warranties, so this exclusion may not apply to You.

9.0 Limitation of liability

- 9.1 Subject to any liability that may not be excluded or limited by law, the OFMA is not liable for, and expressly excludes, all liability for loss or damage however and whenever caused to anyone by any use under this License, whether by You or by anyone else, and whether caused by any fault on the part of the OFMA or not. This exclusion of liability includes, but is not limited to, any special, incidental, consequential, punitive, or exemplary damages such as loss of revenue, data, anticipated profits, and lost business. This exclusion applies even if the OFMA has been advised of the possibility of such damages.
- 9.2 If liability may not be excluded by law, it is limited to actual and direct financial loss to the extent it is caused by proved gross negligence on the part of the OFMA.

10.0 Termination of Your rights under this License

- 10.1 Any breach by You of the terms and conditions of this License automatically terminates this License with immediate effect and without requiring notice to You.
- 10.2 For the avoidance of doubt, Persons who have received the OFM Database, the whole or a Substantial part of the Contents, a Derivative Database, the OFM Database as part of a Collective Database or a Produced Work, from You under this License will not have their licenses terminated provided they are in full compliance with this License or a license granted under Section 4.5 of this License.
- 10.3 Persons subject to permanent termination of rights are not eligible to be a recipient and receive a license under Section 4.5.
- 10.4 Sections 1, 2, 6, 8, 9, 10, 11 and 12 will survive any termination of this License.
- 10.5 If You are not in breach of the terms of this License, the OFMA will not terminate Your rights under it.
- 10.6 Unless terminated under Section 10 1, this License is granted to You for the duration of applicable rights in the Database.
- 10.7 Reinstatement of rights.

If you cease any breach of the terms and conditions of this License, then your rights under this License will be reinstated:

- a) Provisionally and subject to permanent termination until the 60th day after cessation of the breach;

- b) Permanently on the 60th day after cessation of the breach unless otherwise reasonably notified by the OFMA; or
- c) Permanently if after having received notice of the first instance of a breach of this License from the OFMA, You cure the breach prior to 30 days after your receipt of the notice.

10.8 Breach: If You are in breach of the terms of this License, You will not be entitled to rely on any of the terms of this License or to complain of any breach by the OFMA.

11.0 Dual license terms

Notwithstanding the above, the OFMA reserves the right to release the OFM Database under different license terms or to stop distributing or making available the OFM Database under this license. Releasing the OFM Database under different license terms or stopping the distribution of the OFM Database will not withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License) and this License will continue in full force and effect unless terminated under the terms of Section 10 above.

12.0 General

12.1 If any provision of this License is held to be invalid or unenforceable, that will not affect the validity or enforceability of the remainder of the terms and conditions of this License and each remaining provision of this License shall be valid and enforced to the fullest extent permitted by law. Any provision that is held to be invalid or unenforceable shall be deemed to be replaced by a valid and enforceable provision reflecting the economic intentions of the parties to this Agreement to the fullest extent possible.

12.2 Entire agreement

This General Users' License is the entire agreement between the parties with respect to the rights granted here over the OFM Database. It replaces any earlier understandings, agreements or representations with respect to the OFM Database.

12.3 Choice of law.

This License is governed by the laws of the Republic of Austria excluding its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Salzburg for the purpose of hearing and determining any dispute

Date:

You (Signature)

Robert Nisbet, President

Please write your name in capital letters