

## USER LICENSE AGREEMENT (“EULA”)

### End-User License Agreement for Information Control Document (“ICD”)

#### 1. Purpose

This Agreement (“EULA”) is a legal EULA between the **End-User** (either an individual or a single entity hereinafter referred to also as the “**Licensee**”) and **d-flight S.p.A.** (hereinafter “**d-flight**”) in relation to the **Interface Control Document** provided by d-flight (hereinafter referred to also as the “**ICD**” and its “**d-flight Access Data**” and/or “**Data**”) and related authorization to the Licensee use of such information.

The ICD can be downloaded for free at the following web page:

[https://www.d-flight.it/new\\_portal/guide-manuali/](https://www.d-flight.it/new_portal/guide-manuali/)

The Interface Control Document provides the protocol description and the coding examples which can be implemented in order to send position and identity records of airborne Unmanned Aerial Systems (UAS) to d-flight servers, as for the U-Space Networking Remote e-Identification Service, described in the EU U-Space Regulatory Package<sup>1</sup>. This information will be used by d-flight - in its role of U-Space Service Provider - to implement further U-Space services, such as Traffic Information Service, Conformance Monitoring Service, Alerting Service, Geoawareness Service, Recording and Playback Services.

The Access Data (such as the web communication end points (URL) and the secret keys) are not explicitly included in the ICD. These can be requested to d-flight following the specific procedure described in the document itself. It is understood that the Licensee (and, therefore, the user of the ICD and/or its Access Data) - by requesting, receiving, and using such information - has read, understood and, therefore, accept to be bound by the terms and conditions of this EULA.

#### 2. License and Limited Warranty

Upon acceptance of this EULA, Licensee hereby accepts the usage d-flight Data in accordance with the terms and conditions of this EULA.

This license is revocable at any time.

D-flight provides the use of the d-flight Data to the End-User, which assume responsibility for the selection of the Data deemed necessary to achieve the intended result.

---

<sup>1</sup> The relevant U-Space Regulatory Package (EASA opinion 01/2020) AMC and GM under development are available at the following [link](#).

#### **D-flight S.p.A.**

Sede Legale - Via Salaria, 716 – 00138 Roma

C.F. e P.IVA 14996981008 – Reg. Imp. Roma

REA 1560988 - Cap. Soc. € 83.333,00 I.V.

Direzione e Coordinamento di ENAV S.p.A.

Sede Operativa – Via del Casale Cavallari, 200 – 00156 Roma

Tel. +39 06 81661

[www.d-flightd-flight.it](http://www.d-flightd-flight.it)

The **Interface Control Document and the required Access Data** are a proprietary product of d-flight, and are protected by copyright laws and any other applicable regulations.

The **ICD** is licensed, not sold. All rights not expressly granted are reserved by d-flight.

The Parties acknowledge that this EULA does not involve any processing of personal data pursuant to Regulation (EU) 2016/679 ("GDPR") and subsequent amendments, (hereinafter jointly the "**Applicable Privacy Law**"). If, during the execution of this EULA, the Parties deem necessary to process personal data they will undertake to comply with all provisions of the Applicable Privacy Law

### **3. Limitations of Use**

Data are transferred with the following authorizations and limitations.

#### **A. Licensee may:**

- i. Implement the ICD for the sole purpose of creating NRI applications, either directly from onboard the UAS or from its Ground Control Station (GCS) acting as a relaying proxy. Applications can be conceived as stand-alone software and hardware devices or as kit which can be integrated within the UAS, in order to provide it with NRI capability;
- ii. Limit the use of the devices or kits for its own operating fleet (i.e. the airborne UAS for which the Licensee is responsible as UAS Operator, based on the applicable regulations);
- iii. Ensure that NRI tracks provided through the ICD and the relevant Access Data are sent to d-flight operational servers exclusively by airborne UAS;

#### **B. Licensee should not:**

- i. Use the ICD to provide d-flight operational servers with intentionally false NRI records or record data elements and/or tracks not related to the airborne UAS fleet under the Licensee UAS Operator responsibility.
- ii. try to send NRI data to the d-flight operational servers in case of Access Data granted exclusively for testing / validation purpose;
- iii. Lend, rent, sell or grant sublicenses, lease, transfer or make the Data, in any form, available to other organizations or persons, except as otherwise agreed in writing by d-flight or entering an OEM contract with d-flight (which is intended as outside the scope of this License). If the Licensee do transfer possession of any copy, modification, or merged portion of the Data to another party, without d-flight prior written consent, this license is considered automatically terminated.

- iv. Reverse engineer, disassemble, or decompile the Data, or any password or security device used with ICD, or make any attempt to discover the source code or scripts used to provide Data.
- v. Re-use the component parts of the Data with a different product from the one licensed to use. Data are licensed as a single product.
- vi. Circumvent the licensing, keys, files and/or policy.
- vii. Use the Data in any way other than expressly permitted under this EULA
- viii. Remove any d-flight trademarks, copyright notices or other proprietary rights notices and/or use d-flight Data in any way that may infringe any copyright or proprietary interests d-flight.
- ix. Use ICD access in any way that violates or may violate rights of publicity or privacy of any individual.
- x. Use the d-flight Data in conjunction with or as a backfill to data sourced from any other real-time or near real-time flight data provider without the prior written permission d-flight.
- xi. Access any d-flight services with any program, collection agent, or "robot" for the purpose of automated retrieval or display of content.

#### **4. Termination of the Licence**

This License does not expire unless cancellation of the relevant Access Data upon Licensee request.

In all cases of violation of art. 3.B and art. 5, d-flight reserves the right to temporarily suspend the Licence or, upon its exclusive decision, forthwith terminate it.

#### **5. Ethics**

In the performance of the EULA, the End-User undertakes to fully comply with the principles set forth in the ENAV Group Code of Ethics and in “Modello Organizzativo” of d-flight (hereinafter referred to as the “**Ethics**”) which, accessible to ENAV website, the Licensee declares to acknowledge and abide by.

In the event of a breach on the part of the End-User of the Ethics, d-flight shall have the right to terminate the EULA forthwith, without prejudice to compensation for damages. The End-User shall indemnify and hold harmless d-flight for any claims, damages, losses or expenses arising out or in connection with any breach of this Clause or such claims, damages, losses or expenses arising from an action brought by any third party as a result of such breach.

## **6. Audit Rights**

D-flight reserves the right, directly or through an appointed consultant, to request information and to perform ad hoc audits intended to verify the exact performance of its obligations pursuant to the EULA, included but not limited to the obligations pertaining to confidentiality and compliance with any applicable law and ethical standards. Refusal on the part of the End-User to consent to such access and audits shall give cause to d-flight right to terminate forthwith the License.

## **7. Warranty**

D-flight warrants and represents that it has the right to grant the licenses, subject of this EULA. This limited warranty gives to the End-User specific rights as defined in the EULA.

## **8. Disclaimer of Warranty**

**OTHER THAN THOSE TERMS CONTAINED WITHIN ANY DATA RELATED TO THE INTERFACE CONTROL DOCUMENT ARE PROVIDED AS-IS AND WITH ALL FAULTS.**

**THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO WARRANTY OF ANY KIND IS PROVIDED WITH RESPECT TO D-FLIGHT UNDER THE TERMS OF THIS BASIC LICENSE.**

**D-FLIGHT HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS OR OF MERCHANTABILITY. LICENSEE ASSUMES ALL RISKS ASSOCIATED WITH ACCESSING INTERFACE CONTROL DOCUMENT AND USE OF D-FLIGHT DATA.**

### **LIMITATION OF LIABILITY:**

To the maximum extent permitted by applicable law, in no event shall d-flight [or its suppliers] be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Data, even if d-flight has been advised of the possibility of such damages. Except as otherwise provided by applicable law, no claim, regardless of form, arising out of or in connection with this EULA may be brought by the End-User.

## **9. General Provisions**

- i. This EULA is governed by Italian law. Any disputes concerning the validity, interpretation, execution and resolution of this EULA shall be exclusively devolved to the Court of Rome, Italy.
- ii. The relationship between d-flight and the End User is intended as independent contractors. Therefore, none of the parties will have the right to undertake commitments in the name of on behalf of the other Party.
- iii. The controlling language of this EULA is English. Should the End User receive a translation into another language, it should be intended for convenience only, therefore, the English shall prevail.