

Licence agreement

LIC-G-CZE

Between

Úřad pro civilní letectví | Civil Aviation Authority Czech Republic

K letišti 1149/23

160 08 Praha 6

Česká republika

- hereinafter referred to as "licensee" -

and

EDUCADEMY GmbH,

Mühlenstraße 128c

40668 Meerbusch,

Germany

E-Mail: 

- hereinafter referred to as "licensor" -

the following license agreement is concluded:

§ 0 – Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- (1) **“Agreement”** refers to this License Agreement, including its appendices and any subsequent amendments agreed to in writing by both parties.
- (2) **“Licensor”** refers to EDUCADEMY GmbH, Mühlenstr. 128c, 40668 Meerbusch, Germany, the sole owner of all intellectual property rights in the Question Database (QDB).
- (3) **“Licensee”** refers to the entity or organization specified in this Agreement that is granted a license to use the QDB under the terms herein.
- (4) **“License Object”** refers to the content, materials, data, or files provided by the Licensor under this Agreement, including but not limited to databases, question sets, images, graphics, and structured syllabi.
- (5) **“Question Database” or “QDB”** refers to the collection of examination questions, images, and related content provided by the Licensor.
- (6) **“Use”** refers to any act of copying, displaying, distributing, incorporating, or otherwise utilizing the QDB, solely as authorized under this Agreement for conducting Theoretical Knowledge Examinations (TKE).
- (7) **“Product”** refers to any electronic system or platform developed or operated by the Licensee in which the QDB is incorporated, as permitted under this Agreement.
- (8) **“Syllabus”** refers to the structured categorization of QDB content based on regulatory frameworks, including but not limited to ICAO Annexes and Documents, EASA regulations, Acceptable Means of Compliance (AMC), and Guidance Material (GM).
- (9) **“Updates”** refer to modifications, improvements, corrections, or enhancements to the QDB that are provided by the Licensor during the term of this Agreement.
- (10) **“End User”** refers to an individual or entity that interacts with the QDB via the Licensee's system for the purpose of examination or testing.
- (11) **“Confidential Information”** includes any non-public information disclosed under this Agreement, including but not limited to the QDB, translations, pricing terms, business methods, or proprietary technical data, whether disclosed in written, oral, or electronic form.
- (12) **“Territory”** refers to the geographic area(s) where the Licensee is authorized to use the QDB.
- (13) **“Sublicensing”** refers to the act of granting third parties limited rights to the QDB, strictly within the scope authorized by the Licensor in this Agreement.
- (14) **“Delivery Files”** refers to the electronic files, in which the QDB and related materials are provided by the Licensor.
- (15) **“Fees”** refers to the annual license fee payable by the Licensee to the Licensor in exchange for the granted rights of use.
- (16) **“Default Interest”** refers to the additional interest charged on overdue payments.
- (17) **“Important Reason”** refers to a material breach of this Agreement or other circumstances that justify immediate termination of the Agreement by the Licensor.
- (18) **“Force Majeure”** refers to any event beyond the reasonable control of either party, including but not limited to natural disasters, acts of war, cyberattacks, regulatory changes, strikes, government actions, or other unforeseen circumstances that prevent the fulfillment of contractual obligations.
- (19) **“Misuse”** refers to any unauthorized act involving the QDB, including but not limited to unauthorized copying, sublicensing, distribution, or access by multiple users not covered by the agreed terms.

§ 1 – Object of Agreement

- (1) This Agreement governs the licensing of the Question Database (QDB) as specified in the applicable quotation. The QDB is designed for use in Theoretical Knowledge Examinations (TKE) and complies with ICAO Annexes and Documents, as well as relevant EASA regulations, Acceptable Means of Compliance (AMC), and Guidance Material (GM).
- (2) The License Object includes all question items, images, and the structured compilation of questions and images as provided by the Licensor. The Licensee shall not modify, alter, or rearrange this compilation in any way.
- (3) The QDB is structured according to a syllabus that aligns with published syllabi. The Licensee may create individual mappings to match national or regional syllabi, provided that such mappings do not alter the original content or structure of the QDB.

§ 2 – Rights of Use

- (1) The Licensor grants the Licensee a non-exclusive, non-transferable, and revocable license to use the Question Database (QDB) in electronic format, strictly in accordance with the terms of this Agreement.
- (2) The Licensee may only use the QDB for the purpose of conducting Theoretical Knowledge Examinations (TKE). Any other use, including but not limited to training, research, commercial exploitation, or redistribution, is strictly prohibited without prior written consent from the Licensor.
- (3) The Licensee shall not sublicense, assign, lease, sell, or otherwise transfer the License Object or any rights granted under this Agreement to any third party.
- (4) The Licensor retains all intellectual property rights, including but not limited to copyrights, database rights, and proprietary rights in the QDB. The Licensee shall not modify, remove, obscure, or alter any copyright notices or other proprietary markings included in the QDB.
- (5) Any unauthorized use or violation of this section shall constitute a material breach of this Agreement and may result in immediate termination of the License, in addition to any legal action available under civil and criminal law.

§ 3 – Languages and Translations

- (1) The Licensee may implement and use the Question Database (QDB) in any of the available languages provided by the Licensor. However, the availability of specific languages is subject to change, and the Licensor does not guarantee that all questions will be available in all languages.
- (2) The Licensee is permitted to translate the QDB into additional languages, provided that such translations:
 - a. Maintain the accuracy, integrity, and intended meaning of the original content;
 - b. Adhere to the confidentiality obligations outlined in § 7; and
 - c. Do not alter the structure, format, or classification of the QDB without prior written consent from the Licensor.
- (3) The Licensee shall provide the Licensor with copies of all completed translations for potential integration into the QDB. The Licensor retains all intellectual property rights over such translations, including the right to use, modify, or distribute them at its discretion.

§ 4 – Contract Duration and Termination

- (1) This Agreement shall enter into force upon signature by both parties and shall remain in effect until terminated in accordance with this section.
- (2) The License is granted for an indefinite term, unless terminated as specified herein.
- (3) The Licensor may terminate this Agreement with immediate effect if the Licensee commits a material breach, including but not limited to:
 - a. Failure to comply with any key obligations under this Agreement, including unauthorized use, distribution, or disclosure of the Question Database (QDB);
 - b. Non-payment of fees beyond the applicable grace period; or
 - c. Violation of confidentiality obligations under § 7.
- (4) Either party may terminate this Agreement without cause by providing three (3) months' written notice before the end of a calendar year.
- (5) Upon termination, the Licensee must immediately cease all use of the QDB and permanently delete all copies, including any backups or stored updates, from all systems, servers, and data storage media. The Licensee shall provide the Licensor with written confirmation of such deletion within thirty (30) days of termination.

§ 5 – Delivery, Updates and Feedback

- (1) The Licensor shall provide the Question Database (QDB) in an electronic and processable format. Graphics and attachments may be delivered as separate files. Where applicable, the QDB shall be provided in LPX format for direct integration into the LPLUS PEXO examination system or in another agreed format.
- (2) The Licensor shall provide updates to the QDB electronically, including but not limited to revised questions, updated images, and regulatory modifications. Updates shall be made available at the Licensor's discretion, and the Licensee shall be responsible for ensuring the timely integration of such updates into its system.
- (3) The Licensee may submit content-related feedback on question items to the Licensor through an agreed feedback mechanism, such as a designated email address or an online submission system. The Licensor reserves the right to review, accept, or reject any feedback at its discretion.

§ 6 – Licence Fees and Payment

- (1) In consideration of the rights granted under this Agreement, the Licensee shall pay the Licensor an annual license fee, as specified in the current quotation or an applicable appendix.
- (2) The license fee is due in full at the beginning of each calendar year. The Licensor shall issue an electronic invoice to the billing address provided by the Licensee.
- (3) The Licensee shall make full payment within thirty (30) days from the date of the invoice. Payments shall be made in the currency specified in the invoice, via bank transfer or another payment method agreed upon in writing by both parties.
- (4) If the Licensee fails to make payment within the specified period, the outstanding amount shall accrue default interest at a rate of five percent (5%) per annum above the applicable base rate, or the maximum rate permitted by applicable law, whichever is lower.
- (5) The Licensor reserves the right to adjust the annual license fee once per year. Any fee adjustment shall be communicated to the Licensee in writing at least ninety (90) days before the new fee takes effect.

§ 7 – Confidentiality

- (1) The Question Database (QDB) and all related materials provided under this Agreement are classified as highly confidential. The Licensee shall use the QDB exclusively for the purposes described in § 2. Any unauthorized disclosure, reproduction, distribution, or use of the QDB or its contents shall constitute a material breach of this Agreement and may result in civil and/or criminal liability.
- (2) The Licensee may grant access to the QDB only to individuals directly involved in the translation, examination administration, or license setup process, provided that such individuals:
 - a. Require access to perform their assigned duties, and
 - b. Are legally bound by confidentiality obligations equivalent to those set forth in this Agreement.
- (3) The Licensee shall be responsible for ensuring that all such individuals comply with these confidentiality obligations and is liable for any breaches committed by them. The Licensor strongly recommends that the Licensee requires such individuals to sign written confidentiality agreements.
- (4) The raw data provided as part of the QDB may only be used internally and disclosed strictly to the extent necessary for the Licensee's permitted use under this Agreement. The Licensee shall not share, publish, or otherwise distribute any part of the QDB to unauthorized third parties.
- (5) If the Licensee becomes aware of any suspected or actual breach of confidentiality, it shall:
 - a. Immediately notify the Licensor in writing, providing all relevant details, and
 - b. Cooperate fully with the Licensor to investigate and mitigate any potential harm.

§ 8 – Disclaimer

- (1) The Licensor will use commercially reasonable efforts to ensure that the Licence Object is free from significant errors and will correct any errors promptly upon becoming aware of them. The Licensor does not guarantee that the Licence Object will be free from all errors, inaccuracies, or omissions.
- (2) The Licensor shall not be liable for any errors, inaccuracies, or omissions in the Licence Object or for any consequences resulting from the use of the Licence Object, including but not limited to real-life consequences, indirect or consequential damages, or loss of profits. This limitation of liability does not apply to damages resulting from the Licensor's gross negligence, intentional misconduct, or any other liability that cannot be excluded or limited under applicable law. It is the Licensee's responsibility to determine the suitability of the Licence Object for their specific needs and to verify its accuracy prior to use.

§ 11 – Closing Provisions

- (1) This contractual relationship is governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) The place of fulfilment and exclusive jurisdiction for all claims arising from this contract is the registered office of the Licensor. Before initiating legal proceedings, the contracting parties shall endeavour to resolve any disputes amicably, including through negotiation or mediation. If such resolution is not achieved within thirty (30) days of written notice of the dispute, the parties may pursue legal recourse in the specified jurisdiction.
- (3) If any provision of this contract is or becomes invalid, illegal, or unenforceable, the validity of the remaining provisions shall not be affected. The parties are obliged to replace the defective provision with a valid and enforceable provision that, to the extent possible, achieves the economic and legal purpose of the original provision. Until such replacement is agreed upon, the remaining provisions of this contract shall remain in full force and effect.
- (4) Neither party shall be liable for any failure or delay in the performance of its obligations under this contract if such failure or delay is caused by circumstances beyond its reasonable control (force majeure), including but not limited to natural disasters, acts of war, terrorism, labour disputes, government actions, or pandemics. The affected party shall promptly notify the other party in writing of the force majeure event, its expected duration, and the measures being taken to mitigate its impact. If the force majeure event continues for more than sixty (60) days, either party may terminate this contract upon written notice to the other party.
- (5) This contract is signed by the contracting parties to express their consent, and each party has received a copy. A digital copy (including a scanned or electronically signed version) of the signed contract shall be deemed sufficient and enforceable. Changes to this contract must be made in writing and signed by both parties, except for changes required by applicable law. Verbal side agreements have not been made. A failure by either party to enforce any provision of this contract shall not constitute a waiver of that provision or any other rights under this contract.


For the licensor:

Meerbusch, the 17.11.2025
(Place and date)



For the licensee:

(Place and date)


(Name, Signature)