

LICENCE AGREEMENT

THIS LICENCE AGREEMENT ("Agreement") is made the _____ day of _____ 20____ (the "Effective Date")

BETWEEN:

- (1) [APPLICANT] _____ (the "Licensee"),
[insert description and address] _____; and
- (2) **RYANAIR DAC**, an Irish company having its registered office at Ryanair Dublin Office, Airside Business Park, Swords, Co. Dublin, Ireland, company no. 104547, ("**Ryanair**").

WHEREAS:

- A. Ryanair is a member of the Ryanair Group, which includes Ryanair DAC, Ryanair Sun S.A. (Buzz), Ryanair UK Limited, Laudamotion GmbH and Malta Air Limited (the "**Ryanair Group**"). Ryanair is the owner of the www.ryanair.com website, mobile application, and underlying databases and computer programs and all of its related content, intellectual property rights, design, layout and operational know-how, as well as the data that relates to the business of Ryanair, (together, the "**Database**"). Ryanair exclusively distributes its own flight services ("**Ryanair Flights**"), and is also authorised to offer flight services of other members of the Ryanair Group ("**Ryanair Group Flights**") using their data, online through www.ryanair.com, and any unauthorised selling of these services by third parties is strictly prohibited.
- B. The Licensee wishes to obtain a non-exclusive licence to access information from the Database for the purpose of displaying information regarding the prices, flight information and timetables of the members of the Ryanair Group (the "**PFT**").
- C. The Licensee is engaged in the business of comparing prices and/or providing information on flights through the internet. It does not sell, or purport to sell Ryanair Flights, Ryanair Group Flights or tickets for same.
- D. Ryanair offers Licensee a choice of a non-exclusive licence to access the Database via application programming interfaces designated by Ryanair (the "**Ryanair API**") to perform PFT requests of:
- i. Up to a maximum of 200 requests per minute ("**Type A**"); or,
 - ii. Up to a maximum of 4,000 requests per minute ("**Type B**").
- E. The Licensee enters into this Type A / Type B* Agreement with Ryanair on the terms and conditions set out below.

1. LICENCE

- 1.1 Ryanair grants to the Licensee a non-exclusive licence to access the Database via the Ryanair API for the sole and only purpose of enabling the Licensee to use the PFT for price comparison and/or consumer information. As part of its agreement to these licence terms, the Licensee shall not use the Ryanair PFT to sell (or facilitate, permit or assist others to sell) Ryanair flights.
- 1.2 The Licensee must perform PFT requests only through the Ryanair API and only for the particular flight(s) requested by each consumer. At no time can requests from the Licensee exceed 200/4,000* per minute. The Licensee must obtain approval from Ryanair in advance of commencing access to the Database. Ryanair reserves the right to change at any time without notice the procedures and methods (including data format and security parameters) for access to the PFT.
- 1.3 It is understood that the Licensee, in its business as a price comparison and/or flight information website, will distribute the PFT to prospective consumers directly via the Licensee's own website. In cases where the Licensee is a software provider and intends to pass the PFT on to third party websites, the Licensee will procure that those third party websites comply with the provisions of this Agreement as if they were a direct licensee under this Agreement. Failure to do so will constitute a breach of the Agreement and will result in the immediate termination of the Agreement.

2. TERM AND TERMINATION

- 2.1 The parties shall enter into this Agreement for a one year period from the Effective Date, subject to automatic renewal.
- 2.2 Each of the parties shall have the right to terminate the Agreement without cause upon giving 30 days' written notice to the other.
- 2.3 Each of the parties shall have the right to terminate the Agreement with immediate effect upon giving 7 days' written notice, where the other party commits a material breach of the Agreement, unless such breach is remedied within 7 days of receipt of the notice.

* Strikethrough inapplicable underlined text and initial as appropriate.

- 2.4 Ryanair reserves the right to vary the terms of the Agreement at any time. Any such changes will be posted on the Terms of Use section of www.ryanair.com.

3. RYANAIR'S OBLIGATIONS

- 3.1. ~~For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged (Type A Agreement only)*~~, Ryanair shall permit the Licensee to access the Ryanair API and the PFT contained therein in accordance with the procedures set out at paragraph 1.2 and subject to the terms of the Agreement.

4. OBLIGATIONS OF THE LICENSEE

- 4.1 ~~Ryanair incurs greatly increased costs for Type B Agreements due to the higher volume of requests. The Licensee shall pay a fee of €5,000 per annum for the Type B Agreement.*~~ The Licensee agrees to use this licence in compliance with and for the purposes set out at paragraph 1. In particular, the Licensee shall not use the PFT to sell (or facilitate, permit or assist others to sell) Ryanair's flights or any other Ryanair services or products.
- 4.2 The Licensee shall redirect all sales and consumer enquiries, prospective or otherwise, regarding Ryanair Flights to the Ryanair homepage, www.ryanair.com or, in respect of Ryanair Group Flights, to the relevant Ryanair Group member website. (If there is no redirect available for any Ryanair Group Flights to the relevant Ryanair Group member website, then these flights shall be redirected to the Ryanair homepage, www.ryanair.com.)
- 4.3 The Licensee is prohibited from targeting consumers by displaying any marketing content or any other communications, including through pop-ups, at any time during or after the consumer is redirected to, and/or has completed booking on www.ryanair.com (or as applicable on the relevant website of the Ryanair Group member).
- 4.4 The Licensee hereby agrees to indemnify Ryanair and the Ryanair Group from and against any liabilities, damages, judgments, losses, costs (including costs of defending claims or litigation) and expenses arising out of the Licensee's access to the PFT in a manner inconsistent with the procedures referred to at paragraph 1.2. In respect of Ryanair Group members, Ryanair shall be entitled to rely upon and enforce this indemnity for them (or any of them) as their agent or trustee.
- 4.5 The Licensee warrants not to interfere with the PFT. Specifically, the Licensee agrees not to amend or alter the PFT; decompile or reverse engineer the PFT; modify or create a derivative work; remove, obscure, or modify copyright notices; sell, distribute or commercially exploit the PFT; introduce any computer virus or other malware to the Database and/or Ryanair API; or transfer, assign or sublicense the Agreement.
- 4.6 The Licensee shall notify Ryanair as soon as it becomes aware of any suspected or threatened infringements of the Agreement or the Database, or infringements of or unauthorised access to Ryanair's intellectual property, the PTF, the Ryanair API or Database by any third party.

5. LIMITATION OF LIABILITY AND WARRANTIES

- 5.1 Neither Ryanair nor any Ryanair Group member shall be liable for loss or damage of any kind (including but not limited to such loss or damage arising from breach of contract or warranty or from negligence or strict liability), or for interrupted, delayed, or non-provision of communications, errors in, lost business, lost data or lost profits, arising out of or in connection with the Agreement or arising out of or in connection with the use by the Licensee (or persons authorised by the Licensee) of the PFT, the Ryanair API or Database. Without prejudice to the foregoing, under no circumstances shall Ryanair or any Ryanair Group member be liable to the Licensee for more than €100 for a Type A Agreement or €5,000 for a Type B Agreement (whether such liability arises from breach of the Agreement, breach of warranty or otherwise, and whether in contract or in tort, including negligence and strict liability).
- 5.2 Except as expressly warranted in this Agreement, each party expressly disclaims any further warranties, either express or implied, including but not limited to, the implied warranties of suitable quality, fitness for a particular purpose, non-infringement, and title.

6. FORCE MAJEURE

Neither Ryanair nor any Ryanair Group member will be responsible for any delay or failure in performance resulting from any cause beyond its control.

7. APPLICABLE LAW AND JURISDICTION

The Agreement and any disputes arising out of or in connection with it shall be governed by the laws of Ireland. Any disputes not resolved amicably will be subject to the jurisdiction of the Irish Courts, save at the sole discretion of Ryanair which may bring an action in the jurisdiction in which the Licensee operates.

* Strikethrough inapplicable underlined text and initial as appropriate.

8. ENFORCEABILITY BY RYANAIR

Ryanair retains its right to enforce its trademarks, copyrights, patents, trade secrets, intellectual property rights and other rights, including the Terms of Use of the Ryanair website, Database and Ryanair API against any violation thereof. In addition, paragraphs 4.1, 4.3, 4.4, 4.5 and 5 shall survive termination or expiry of this Agreement.

Each person signing the Agreement represents and warrants that he or she is duly authorised and has legal capacity to execute and deliver the Agreement.

Signed by: _____,

Signed by**: _____,

Title: _____,

Title: _____,

For and on behalf of **RYANAIR DAC**

For and on behalf of **LICENSEE**

**Print name.