LICENCE AGREEMENT

THIS AGREEMENT is made the ______ day of ________ 201 (the “Effective Date”)

BETWEEN:

(1) [APPLICANT WEBSITE] ___________________________________________ (the “Licensee”),
[insert description and address] ________________________________________________________________________________ ________________________________________________________________________________

(2) RYANAIR LIMITED, 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 the owner of the www.ryanair.com website and databases (the “Database”), and all of its related content, intellectual property rights, design, layout and operational know-how. Ryanair exclusively distributes its flight services 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 Ryanair’s prices, flight information and timetables (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 flights or flight tickets.

D. The Licensee enters into this Licence Agreement (the “Agreement”) with Ryanair on the condition that it will only use the information acquired under the Agreement for price comparison and/or consumer information purposes. It does so on the basis that it will not use the PFT to sell Ryanair flights or for any purpose other than to compare prices and/or to provide flight information to consumers.

1. LICENCE

1.1 Ryanair grants to the Licensee a non-exclusive licence to access the PFT through an application programming interface (the “Ryanair API”) to enable the Licensee to use the PFT for price comparison and/or consumer information purposes only.

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 should requests from Licensee exceed 200 per minute. The Licensee must obtain approval from Ryanair in advance of going live. Ryanair reserves the right to change at any time 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 ensure that those third party websites comply with the provisions of the 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.

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

3. RYANAIR’S OBLIGATIONS

3.1. 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.
4. OBLIGATIONS OF THE LICENSEE

4.1 The Licensee shall pay a fee of €100 as consideration for the Agreement. This fee will be donated to a charity of Ryanair’s choice.

4.2 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 Ryanair’s flights or any other Ryanair services or products.

4.3 The Licensee shall redirect all sales and consumer enquiries, prospective or otherwise, regarding Ryanair flights to the Ryanair homepage, www.ryanair.com.

4.4 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.

4.5 The Licensee hereby agrees to indemnify Ryanair from and against any liabilities, damages, judgments, losses, costs and expenses arising out of the Licensee’s access to the PFT in a manner inconsistent with the procedures set out at paragraph 1.2.

4.6 The Licensee warrants not to interfere with the PFT. Specifically, the Licensee agrees not to 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; or transfer, assign or sublicense the Agreement.

4.7 The Licensee shall notify Ryanair as soon as it becomes aware of any suspected or threatened infringements of the Agreement or the Database by any third party.

5. LIMITATION OF LIABILITY AND WARRANTIES

5.1 Ryanair shall not be liable for damages of any kind (including but not limited to such damages arising from breach of contract or warranty or from negligence or strict liability), or for interrupted, delayed, or non-provision of communications, errors in PFT, lost business, lost data or lost profits, arising out of or in connection with the Agreement. Under no circumstances shall Ryanair be liable to the Licensee for more than the licence fee (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), which for the avoidance of doubt is €100.

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

Ryanair will not be responsible for any delay or failure in performance resulting from any cause beyond its control.

7. APPLICABLE LAW AND JURISDICTION

The Agreement 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 who may bring an action in the jurisdiction in which the Licensee operates.

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 www.ryanair.com against any violation thereof.

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 LTD**               For and on behalf of **LICENSEE**

*Print name.*