

(1) [PRICE COMPARISON WEBSITE] and

(2) RYANAIR LIMITED

## LICENCE AGREEMENT

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 2010 (the "Effective Date")  
BETWEEN:

- (1) [PRICE COMPARISON WEBSITE] ("the Licensee"), represented by [insert name and position]; and
- (2) RYANAIR LIMITED, an Irish company having its registered office at Corporate Head Office, Dublin Airport, Co. Dublin, company No. 104547, ("the Licensor"), represented by [insert name and position]

### WHEREAS:

- A. Ryanair is the registered proprietor and beneficial owner of the [www.ryanair.com](http://www.ryanair.com) and [www.bookryanair.com](http://www.bookryanair.com) websites and databases (the "Database"), all of its content, intellectual property rights and the design, lay out and operational know how relating to its Database. Ryanair exclusively distributes its flight services through its websites, [www.ryanair.com](http://www.ryanair.com) and [www.bookryanair.com](http://www.bookryanair.com) and call centres, and any unauthorised selling of these services is strictly prohibited.
- B. [PRICE COMPARISON WEBSITE] wishes to obtain a non-exclusive licence to access information from Ryanair's Database of flight information for the sole purpose of comparing Ryanair's flight prices with those of other airlines.
- C. [PRICE COMPARISON WEBSITE] is engaged in the business of comparing prices of flights, hotels and other travel products through the internet. It does not sell, or purport to sell flights or flight tickets. Ryanair is engaged in the business of operating an airline and is the exclusive distributor of Ryanair's goods and services through the [www.ryanair.com](http://www.ryanair.com) and [www.bookryanair.com](http://www.bookryanair.com) websites and Ryanair call centres.
- D. [PRICE COMPARISON WEBSITE] enters into this Licence Agreement (the "Agreement") with Ryanair on the condition that it will only use the information acquired under this Agreement for price comparison purposes. It does so on the basis that it will not use that information to sell Ryanair flights or for any purpose other than to compare the price of Ryanair's flights with those of other airlines.

### 1. LICENCE

- 1.1 The Licensor grants to the Licensee a non-exclusive licence to access information hosted on [www.ryanair.com](http://www.ryanair.com) and [www.bookryanair.com](http://www.bookryanair.com) on Ryanair's prices, flights and timetables (the "PFT") to enable the Licensee to use that information for price comparison services only. Ryanair's PFT includes data in relation to flights offered by Ryanair on its entire route network.
- 1.2 The Licence is granted on the basis that the Licensee will access Ryanair's PFT only in accordance with the following procedures:  

The Licensee must perform live pricing requests/calls directly to the Ryanair system for the flights and dates requested by the customer. At no time should the Licensee perform a bulk request for all flight pricing as this will negatively impact on the performance of the Ryanair booking system. The Licensee must obtain approval from the Licensor in advance of going live. The Licensor reserves the right to change these procedures and the methods used by the Licensee to access the PFT information at any time. Any such changes will be posted on the FAQ section of the [www.ryanair.com](http://www.ryanair.com) and [www.bookryanair.com](http://www.bookryanair.com) websites.
- 1.3 The Licence granted at paragraph 1.1 is granted strictly for price comparison services only.
- 1.4 It is understood that the Licensee, in its business as a price comparison website, will distribute the PFT to prospective consumers directly via the Licensee's own website.
- 1.5 In cases where the Licensee is a software provider and intends to pass the PFT on to third party price comparison websites, the Licensee will procure that those third party price comparison sites, in turn, comply with the provisions of this Licence Agreement. Failure to do so will constitute a breach of this Agreement and will result in immediate termination of the Agreement.

### 2. TERM AND TERMINATION

- 2.1 The parties shall enter into this Agreement for a one year period, subject to automatic renewal.
- 2.2 Each of the parties shall have the right to terminate the Agreement upon giving 30 days written notice of termination to the other.
- 2.3 Each of the parties shall have the right to terminate this Agreement with immediate effect upon giving 7 days written notice of termination to the other (the "Defaulting Party") where the Defaulting Party commits a material breach of this Agreement, unless such breach has been remedied within 7 days of receipt of the notice

### 3. OBLIGATIONS OF THE LICENSOR

- 3.1. The Licensor shall permit the Licensee access [www.ryanair.com](http://www.ryanair.com) and [www.bookryanair.com](http://www.bookryanair.com) and the PFT contained therein in accordance with the procedures set out at paragraph 1.2 above.

**4. OBLIGATIONS OF THE LICENSEE**

- 4.1 The Licensee shall pay an annual fee of €100 per annum as consideration for this Agreement. The fee is payable annually in advance and will be donated to a charity of the Licensor’s choice.
- 4.2 The Licensee shall use the PFT data acquired under this Agreement strictly and only for the purposes of comparing the Licensor’s flight prices with those of other airlines.
- 4.3 The Licensee shall not use data on Ryanair’s PFT for any purpose other than that stated in paragraph 4.2 above. Specifically, the Licensee shall not use information on the Licensor’s PFT to sell Ryanair’s flights or any other Ryanair services or products.
- 4.4 The Licensee shall in the operation and running of its price comparison website, re-direct all sales and passenger enquiries, prospective or otherwise to the homepage of the Licensor’s website, [www.ryanair.com](http://www.ryanair.com).
- 4.5 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 [www.ryanair.com](http://www.ryanair.com) and subsequently [www.bookryanair.com](http://www.bookryanair.com), or after the booking process has been completed on [www.bookryanair.com](http://www.bookryanair.com).
- 4.6 The Licensee agrees to access Ryanair’s PFT data only in accordance with the procedures set out at paragraph 1.2.
- 4.7 The Licensee hereby agrees to indemnify the Licensor from and against any liabilities, damages, judgments, losses, costs and expenses arising out of the Licensee’s access to Ryanair’s PFT in a manner inconsistent with the procedures set out at paragraph 1.2.
- 4.8 The Licensee warrants not to interfere with the PFT data acquired under the Agreement. 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 this licence.
- 4.9 The Licensee shall notify the Licensor as soon as it becomes aware of any suspected or threatened infringements of the Agreement or the Licensor’s Database by any third party.
- 4.10 The Licensee will not make available any of the information and services under this Agreement to commercial third parties without procuring that all third parties comply with the provisions of this Agreement.

**5. LIMITATION OF LIABILITY AND WARRANTIES**

- 5.1 The Licensor shall not be liable for any 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 this Agreement. Under no circumstances shall Ryanair be liable to the Licensee for more than the annual licence fee (whether such liability arises from breach of this contract, 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, its interpretation, validity, performance and any breach thereof shall be governed by the sole and exclusive jurisdiction of the laws of the Republic of Ireland. Any disputes not resolved amicably will be solely and exclusively governed by the Courts of the Irish Republic, save at the sole and exclusive election of the Licensor who may bring an action in the jurisdiction in which the Licensee operates.

**8. ENFORCEABILITY BY RYANAIR**

Ryanair retains its rights to enforce its trademarks, copyrights, patents, trade secrets, intellectual property rights and other rights, including the Terms of Use of [www.ryanair.com](http://www.ryanair.com) and [www.bookryanair.com](http://www.bookryanair.com), against any violation thereof.

We, the undersigned, have read and agree to abide by the terms and conditions contained in this Agreement.

<b>[PRICE COMPARISON WEBSITE]: SIGNED BY</b>	<b>RYANAIR LIMITED: SIGNED BY</b>
Name (please print) _____	Name (please print) _____
Title _____	Title _____