

BRITISH AIRWAYS API AND SERVICES TRIAL USE AGREEMENT

This British Airways API and Services Trial Use Agreement (“**Trial Agreement**”) is entered into by and between:

- (1) you, and if applicable, the company or legal entity that you represent (“**You**”/ the “**Licensee**”); and
- (2) British Airways PLC, whose principal place of business is at Waterside, Po Box 365, Harmondsworth UB7 0GB, United Kingdom (“**Airline**”).

This Trial Agreement is structured as follows:

- a) **Part A (General) describes those terms and conditions applicable to all users of the Services and Licensed Data provided pursuant to this Trial Agreement.**
- b) **Part B: (Trial Use) describes those terms and conditions applicable if You apply for, or are making, trial use of the Service.**
- c) **Part C (IATA Agents) describes those additional terms and conditions applicable to a Licensee if they are also an IATA Agent appointed by the Airline.**
- d) **Part D (Non-IATA accredited Licensees) describes those additional terms and conditions applicable to a Licensee if they are using the Shop and Order APIs and do not fall under Part C above.**

PART A: GENERAL

1. ACCEPTANCE OF THE TRIAL AGREEMENT

THIS TRIAL AGREEMENT DESCRIBES YOUR RIGHTS AND RESPONSIBILITIES; PLEASE READ IT CAREFULLY. IF YOU DO NOT ACCEPT ALL OF THE TERMS, DO NOT CLICK “AGREE” AND DO NOT USE THIS SERVICE.

Please read the Trial Agreement carefully. The Airline provides the Service to you subject to the Trial Agreement. By registering as a user or by using this Service, you agree to be bound by the Trial Agreement together with the Airline Governing Policies.

To the extent of any conflict between any of the other Governing Policies and the Trial Agreement, this Trial Agreement shall control with respect to this Service.

2. CHANGES TO THE TRIAL AGREEMENT

The Airline reserves the right from time to time, and at its sole discretion, and without liability to you or any third party to change the Trial Agreement by posting an amended Trial Agreement on the Airline's developer website, developer.ba.com. The most recent version of the Trial Agreement will supersede all previous versions. It is your responsibility to check the Trial Agreement for updates. If you disagree with the Trial Agreement, or any changes to the Trial Agreement, your only recourse is to discontinue your use of the Service.

Where reasonably possible the Airline will give thirty (30) calendar days notice of any change to the Trial Agreement. You must check the Airline's developer website, developer.ba.com periodically to ensure that you and your Applications comply with any applicable amendments. As a courtesy, we will also include notice of the change in an email notice sent to the then current list of email addresses we have on record for developers; however, our failure to do so (or your failure to receive or read such email) will not relieve you of your obligation to comply with any modifications to the Trial Agreement once they become effective.

3. DEFINITIONS

In this Trial Agreement unless expressly stated otherwise:

“**Affiliate(s)**” means any entity or entities that directly or indirectly controls, is controlled by, or is under common control with, a party;

“**Airline Trademark(s)**” means such trademarks, logos, brands and company names used to designate the products and services of the Airline and its Affiliates from time to time;

“**Airline Website(s)**” means any website owned or operated by the Airline or any website nominated by the Airline (including but not limited to those of its Affiliates), including in each case all subdomains and corresponding international domains, however accessed (e.g., desktop, mobile applications);

“**Application**” means any software application pursuant to which you use any Licensed Data;

“**API**” or “**APIs**” means the application programming interface(s) provided by the Airline, including, without limitation, the Air Shopping API, Flight Price API and Order Create API;

“**Content Aggregator**” means a third party that access content from the Airline and others and provides persons with access to a service including the Licensed Data of the Airline and content of other persons;

“**Confidential Information**” shall include, but is not limited to, specific information relating to a project or work effort contemplated by the parties, as well as all other information related to either party’s past, present and future plans, businesses, activities, products, services, customers and suppliers. Licensed Data shall be considered Confidential Information;

“**Data**” means any data or information, in any form or format, including interim, processed, compiled, summarized, or derivative versions of such data or information, that may exist in any system, database, or record;

“**Effective Date**” means the date that we enable your key for access to the test environment which is conditional upon you agreeing to the terms of this Trial Agreement (that is, when you indicate your acceptance to the terms by clicking “I accept the terms of service” when you register for access on the Airlines developer website, developer.ba.com)

“**End User**” means an individual, human end user of a Licensee’s product or service using Licensed Data;

“**Governing policies**” means the legal information that can be found on the BA.com website at the following locations <http://www.britishairways.com/travel/legali/public> and <http://www.britishairways.com/travel/ukaffilagree/public>

“**Intellectual Property Rights**” means all copyright, moral rights, patent rights, trade marks, design rights, rights in or relating to databases, rights in or relating to confidential information, rights in relation to domain names, and any other intellectual property rights (registered or unregistered) throughout the world;

“**Keys**” means the unique security keys, secrets, tokens, passwords or other credentials used for accessing the Service and managing your account;

“**Licensed Data**” means:

- (i) all Data submitted by or on behalf of the Airline,
- (ii) flight schedules, published fares, seat availability and related descriptive information (in each case being publically available information and not those open to closed user groups or trade only) for the Airline’s published flights including code share flights and any update, refresh, correction or modification thereto,

(iii) all Data obtained, developed, produced or processed by the Licensee in connection with this Trial Agreement,

(iv) any Data or other information that identifies or could be used to identify the Airline, the Airline's products and services or persons in their capacity as End Users,

(v) all PNR Data and other passenger Data, including personal identifying Information for passengers,

(vi) End User Data collected and provided to the Airline through the Service

(vii) Data regarding the sale of Airline and ancillary products whether individual sales or aggregate sales Data organized based on any market segment or method of distribution and sale, ticket information, tariff rules, aircraft seating configurations, aircraft operation notes, flights status and other operational Data, and other similar information relating to the Airline and its affiliates' products, services, operations and business,

(viii) any Data available on or via an Airline Website; and

(ix) any successors, equivalents or derivatives of any of the above, whether now known or hereafter devised, and in any medium or format. For example, copying or tracking of any portion of Licensed Data to create a separate set of information or database constitutes a derivative and is within the definition of Licensed Data.

“**Registration Data**” means the accurate and current information you provide on the Service registration form accessed through the Airline's developer website, developer.ba.com;

“**Service**” means the API and/or Licensed Data provided pursuant to this Trial Agreement;

“**Usage Limits**” means a given level of usage per time period for access to systems or Licensed Data that you have been assigned when signing up for an API.

4. ACCESS TO THE SERVICES

In order to obtain access to the Service for purposes of trial and testing of the API with your internal systems and processes, you must:

For APIs included in the Shop and Order Plan(s), either:

(a) create a developer account and apply for access to Licensed Data and APIs by following the process on the Airline's developer website, developer.ba.com (“**API Access Method**”); or

(b) apply for access to the Licensed Data by following the process on the Airline's developer website, developer.ba.com and by setting up an account with a Content Aggregator ("**Content Access Method**").

For all other APIs, create a developer account on the Airline's developer website, developer.ba.com and apply for access to the Licensed Data and APIs by registering a new application ("**API Access Method**")

In relation to the chosen method of access:

- a) you will need to provide the Registration Data and apply for access for the Services you want to use;
- b) the Airline reserves the absolute discretion as to whether it grants You access to any Service;
- c) the Airline may require further information about You and your use of the Service both before and after granting access and Your prompt provision of that information is a continuing condition of your continuing access to the Service.

Once your application for access to a Service is approved by the Airline, and subject to the terms of this Trial Agreement and any other terms and conditions applied at that time, you will either:

- (a) be issued one or more Keys which will allow you to access the Service and to use the APIs and the Licensed Data; or
- (b) the Airline will authorise Content Aggregator to provide you with access to the Licensed Data and the Services.

If you are using the API Access Method, you may not sell, transfer, sublicense or otherwise disclose your Keys to any other party. If you become aware of any unauthorized use of your Keys, you agree to notify the Airline immediately. Notwithstanding the foregoing, or anything to the contrary, you are fully responsible for all activities that occur using your Keys. You are similarly responsible for ensuring that the Registration Data provided by you is at all times accurate, current and complete. Your failure to provide accurate, current and complete Registration Data may result in the Airline terminating your ability to use the Service by terminating your Keys.

If you are using the Content Access Method, you may not allow any other persons or entity other than those approved by the Airline to use the Content Access Method.

5. YOUR OBLIGATIONS AND CONDUCT WITH REGARD TO THE USE OF THE SERVICE.

You agree to use the Service and Licensed Data only for purposes: (a) that are permitted by the Trial Agreement; (b) that are permitted by any applicable third party contract, law, or regulation in the relevant jurisdictions; and (c) that comply with the Governing Policies and all applicable policies or guidelines of the Airline, which are made available to you by the Airline.

You hereby specifically agree that you will not use the Licensed Data, or Service, or any portion thereof, to:

- a) transmit spam or upload, post or otherwise transmit Licensed Data that is inaccurate, harmful, obscene, defamatory, racist or is otherwise offensive to others;
- b) pretend to be the Airline, any of its Affiliates, or an agent of the Airline or its Affiliates or someone else, or otherwise misrepresent your identity or affiliation;
- c) forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any Licensed Data transmitted through the Service;
- d) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to use the Service;
- e) engage in activities that would violate any applicable law or regulations having the force of law;
- f) upload, post, transmit or otherwise make available messages that promote pyramid schemes, chain letters, or disruptive commercial messages;
- g) download any file posted by another that you know, or reasonably should know, cannot legally be distributed in such manner;
- h) interfere with or disrupt the Licensed Data, or Service, servers or networks connected with the Airline APIs, or disobey any requirements, procedures, policies or regulations connected thereto;
- i) upload, post, collect or store personal data about other users unless specifically authorized by such users;
- j) promote or provide instructional information about illegal activities;
- k) provide, procure or permit third party access to the Service unless expressly authorized by the Airline;
- l) violate or infringe anyone's Intellectual Property Rights;

- m) transmit software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- n) do anything that is injurious to the interests of the Airline, or other users of the Service as determined by the Airline in its sole discretion;
- o) make speculative bookings;
- p) reserve seats in anticipation of demand;
- q) improperly create or modify records;
- r) transmit personal messages except by an electronic mail system;
- s) use the system for training purposes; or
- t) develop or publish any reservation, ticketing, sales, cargo or tariff guide.

Notwithstanding anything to the contrary, you agree that if you display the Licensed Data in a way that the Airline finds unacceptable for any reason, including if your display violates the Trial Agreement, the Airline may require that you immediately change or cease your access to Licensed Content and/or the display of Licensed Data.

You expressly agree that it is your responsibility to evaluate and bear all risks associated with your use of any Services, including any reliance on the accuracy, completeness, or usefulness of the Services and the risks of unauthorized access.

You expressly agree that you have sole responsibility for adequate protection and backup of data and/or equipment used by you in connection with the Service.

You agree to provide us with access to your Application and/or other materials related to your use of the Service as reasonably requested by us to verify your compliance with the Trial Agreement. You agree that we may crawl or otherwise monitor online Applications and you agree not to block or interfere with such efforts by the Airline.

You agree that the Airline may (i) modify, suspend or terminate your access to all or any part of the Service (including all or any specific Licensed Data) (ii) remove, suspend or restrict access to any Licensed Data, including, but not limited to, User Licensed Data, from the Service at any time without any liability to you and without the requirement of providing prior notice.

You agree to not exceed the Usage Limits, and that if you do exceed the Usage Limits, additional requests will not be processed. If you anticipate exceeding query limitations, contact us and we can discuss your particular situation. The Airline may, at its sole discretion, choose to increase query limits in certain situations. Repeat violations of the query limit may result in revocation of your right to use the Service.

You are solely responsible for Applications you have developed, and the Airline is not liable to you or any other party (including the End-User) for damages of any sort resulting from use of the Application. You indemnify, defend and hold harmless the Airline and its Affiliates from any and all losses, liabilities, fines, damages, costs and expenses including legal fees, judgment, interest and penalties arising from or in connection with the Application.

You are solely responsible for the quality of the technical solution you have developed using the API, and the Airline is not liable to you or any other party (including the End-User) for damages of any sort resulting from any decision by the Airline to reject your requests to the Airline API.

You shall not engage in any 'screen scraping', any automated algorithm, device, method, system, software or manual process to access, use, search, copy, monitor or extract Data (in whole or in part) from or through any Airline Website. You shall take all reasonable steps to prevent third parties from screenscraping or the use of other automated data collection of the Licensed Data from your Application.

6. DATA LICENCE AND CONTENT.

The Airline grants to the Licensee a royalty-free, non-exclusive, worldwide licence to copy, distribute, modify, develop, enhance, publicly perform, publicly display, and otherwise use the Licensed Data in connection with the Licensee's products solely as permitted by this Trial Agreement.

Notwithstanding the foregoing sentence (i) the Licensee may not modify or enhance the core content of the Licensed Data but shall be entitled to modify or enhance the format, or manner of presentation, of the Licensed Data; and (ii) the Licensee may grant a sub-licence to End Users to permit them to use and view the Licensed Data in connection with the use of the Licensee's products. Nothing in this Trial Agreement permits the Licensee or its Affiliates to redistribute or permit the redistribution of the Licensed Data or to use any other data other than the Licensed Data.

Airline Data shall not be used or accessed by the Licensee for any purposes other than those expressly authorized by this Trial Agreement or by the Airline via separate, prior written approval. The Licensee must not combine, associate, synthesize or reverse engineer Airline Data. In addition, the Licensee must not directly or indirectly engage in any of the following activities: (i) use or disclosure of Licensed Data in a way that may adversely affect the Airline, including any use by or disclosure to other airlines or third parties (e.g., the Licensee must never provide information relating to search patterns or statistics that are linked to or otherwise identify the Airline's products or services), or (ii) any kind of commercialization, marketing, advertising, licensing or resale that is based on Licensed Data other than as expressly authorized by this Trial Agreement (e.g., targeted advertising to consumers based on the Airline Trademarks). Nothing in this Trial Agreement conveys any rights or interest in Licensed Data to the Licensee.

Without the Airline's prior written approval, the Licensee may not share, transmit or redistribute Licensed Data with or to or through other Licensees, distributors, intermediaries or entities, except for those that have been expressly approved in writing by the Airline.

The Airline makes no representation that your use of the Service, including use of the Licensed Data, will comply with applicable laws or that they were designed to comply with applicable laws. Additionally, the Airline does not represent, warrant or guarantee the truthfulness, accuracy, quality or reliability of any of the Licensed Data posted, displayed, linked to or otherwise transmitted via the Service.

In the event that the Licensee has cause to believe that any Licensed Data held or displayed by the Licensee or any of its Affiliates is being accessed or used by third parties other than in accordance with this Trial Agreement, the Licensee shall promptly notify the Airline and provide all reasonable assistance to identify and stop the method of such third party access.

7. PUBLICITY AND TRADEMARK USE

You shall not use the Airline or any Affiliate of the Airline's customers in any marketing, advertising or other publicity without the Airline's prior written consent.

The Licensee agrees that it will not: create, acquire, license or support any internet keyword or search term which contains any of the Airline Trademarks.

The Licensee agrees that it will not: register any trademark, trade name, trade dress, service mark, or domain name that is identical to or confusingly similar to any of the Airline Trademarks.

If the Airline grants you permission to use the trademarks of the Airline or its Affiliates such permission is limited to the materials approved in writing by the Airline and is subject to any other restrictions notified to you from time to time and is subject to the Licensee agreement not to alter the Airline Trademarks in any manner; or utilise the Airline Trademarks in any manner that would diminish their value or harm the reputation of the Airline.

8. INTELLECTUAL PROPERTY

As between the parties, all Intellectual Property Rights in the Licensed Data shall be the sole property of the Airline.

As between the parties, all Intellectual Property Rights in the Licensee's products and services shall be the sole property of the Licensee.

The parties or their Affiliates may agree in writing to grant Intellectual Property Rights in connection with various promotional activities.

The Licensee agrees and understands that the Airline may be evaluating similar proposals and/or transactions with other parties, including, but not limited to potentially competing companies, and may be considering, currently or in the future, internal developments similar to those being discussed by the parties. Nothing in this Trial Agreement shall restrict the right of the Airline to create, protect (whether by patent, trademark, copyright, trade secret or other means), procure or market any products or services, including, but not limited to those that may be competitive with those offered by you; provided, however, the Airline has not used the Licensee's Confidential Information for such purposes. So long as the Airline has not used the Licensee's Confidential Information in violation of this Trial Agreement, the Licensee further agrees not to challenge or make claims against or to such Airline products or services.

You understand and acknowledge that the Airline may be independently creating applications, content and other products or services that may be similar to or competitive with your Application and its content, and nothing in this Trial Agreement will be construed as restricting or preventing the Airline from creating and fully exploiting such applications, content and other items, without any obligation to you. If you elect to provide us with any feedback you assign all right, title and interest in and to such feedback to us, and acknowledge that we will be entitled to use, implement and exploit any such feedback in any manner without restriction, and without any obligation of confidentiality, attribution or compensation or other duty to account.

This Trial Agreement shall not restrict the Airline from entering into agreements with other companies or individuals.

This Trial Agreement shall not be construed to limit either party's right to independently develop or acquire products or services without use of the other party's Confidential Information. Nothing in this Trial Agreement deprives either party of the ownership rights to any independently developed or received information.

9. CONFIDENTIAL INFORMATION

The recipient of any Confidential Information will not disclose that Confidential Information except to its Affiliates, employees and professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use such Confidential Information only to exercise rights and fulfill obligations under this Trial Agreement, while using reasonable care to protect it. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

Upon the request of the disclosing party at the termination or expiration of this Trial Agreement or at any other time, the party receiving any Confidential Information shall promptly return or

destroy the Confidential Information of the disclosing party and cease all further use of that Confidential Information.

Both parties agree that information will not be considered Confidential Information to the extent, but only to the extent, that such information: (i) is already known to the receiving party free of any confidentiality obligation at the time it is obtained; (ii) is or becomes publicly known through no breach of agreement or other wrongful act of the receiving party; (iii) is rightfully received by the receiving party from a third party without restriction and without breach of this Trial Agreement; or (iv) is independently developed by the receiving party without reference to the Confidential Information of the other party, which can be demonstrated by written record.

This Trial Agreement is personal to the parties. The parties shall not assign, sub contract or transfer this Trial Agreement without the other party's or parties (as applicable) prior written consent and vice versa.

Each of the parties understands and agrees that this Trial Agreement is non-exclusive, and that each of the parties may enter into similar agreements with third parties.

10. TERM AND TERMINATION

This Trial Agreement will begin on the Effective Date and shall continue unless terminated by either party on 30 days written notice (the “**Term**”). We may notify you via email or via the Airline's developer website, developer.ba.com.

Either party may terminate this Trial Agreement immediately upon written notice to the other party in the event of a material breach of the terms of this Trial Agreement.

On expiry or termination of this Trial Agreement:

- (a) The Airline will cease providing the Licensee with Licensed Data; and
- (b) The Licensee and its Affiliates will immediately cease using the Licensed Data and licensed trademarks in its products, services and materials.
- (c) If required to do so, the parties shall return Confidential Information to the party who disclosed it.

11. THE AIRLINE PRIVACY POLICY.

You consent to the collection, processing and storage by the Airline of your personal information in accordance with the terms of the Airline Privacy Policy, which is one of the Airline Governing Policies. You agree to comply with all applicable laws and regulations, and the terms of the Airline Privacy Policy, with respect to any access, use and/or submission by you of any personal information in connection with the Service.

As between the Licensee and the Airline, all right, title and interest in and to Licensed Data, including interim, processed, compiled, summarized and derivative versions of Licensed Data that may exist in any system, database or record, and any successors or equivalents is and will be solely owned by the Airline and will be handled pursuant to and in accordance with the Airline's privacy policy. The Licensee will not adopt, apply or publish any privacy policy inconsistent with the foregoing.

The Licensee shall comply with all applicable laws including but not limited to all applicable data protection and privacy laws.

12. AIRLINE MODIFICATIONS AND SUPPORT.

The Airline has no obligation to provide you or your users with support, software upgrades, enhancements, or modifications to the Service. You understand and agree that you are solely responsible for providing user support and any other technical assistance for your Applications. The Airline may redirect users and potential users of your Application to your email address on your account for purposes of answering general Application inquiries and support questions.

The Airline reserves the right to release subsequent versions of the Service and to require you to obtain and use the most recent version.

13. LIMITATION OF LIABILITY

13.1. Subject to clause 13.2, in no circumstances shall the Airline have any liability for losses (whether direct or indirect, in contract, tort (including negligence) or otherwise) arising from any decision made or action taken by any party (including, without limitation, the Licensee and any End-User) in reliance upon the Licensed Data (or any Licensed Data obtained as a result of using the Licensed Data), or for any inaccuracies, errors in, or omissions from any Licensed Data.

13.2. Nothing in this Trial Agreement excludes or limits liability in respect of:

- (a) death or personal injury caused by negligence;

- (b) fraudulent misrepresentation; and
- (c) liability which cannot otherwise be limited or excluded under applicable law.

13.3. Subject to clause 13.2, neither the Airline nor any of its Affiliates shall be liable for any loss of profits, loss or revenue, loss of business, loss of goodwill, loss of or corruption of data, special, indirect or consequential loss or damages, even if such losses or damages were foreseeable, and whether arising in contract, tort (including negligence), breach of statutory duty or however arising.

13.4. Subject to clauses 13.2 and 13.3, the total aggregate liability of the Airline and its Affiliates under or in connection with this Trial Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to the greater of £1000 or the fees received by BA from you in the 12 months prior to such liability arising.

13.5 The Services and Licensed Data are made available under these terms on an “as is” and “as available” basis. We do not give any warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the quality, performance, durability, functionality, security, availability, freedom from viruses or any contaminating or destructive properties, or fitness for purpose of the Services and Licensed Data. All such warranties, conditions, undertakings and terms are excluded to the fullest extent permitted by law.

14. OTHER

14.1. If any provision of this Trial Agreement is ruled to be invalid for any reason, that part of the Trial Agreement which is ruled to be invalid shall not form part of this Trial Agreement and such invalidity will not affect the rest of this Trial Agreement which will remain valid and enforceable in all respects.

14.2. Subject to clause 14.3 a person who is not party to this Trial Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Trial Agreement. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

14.3. Each and every obligation of the Trial Agreement is owed to the Airline and the Airline’s Affiliates. Each of the Airline’s Affiliates shall be entitled to enforce the terms of this Trial Agreement under the Contracts (Rights of Third Parties) Act 1999.

14.4. The parties to this Trial Agreement may rescind or vary this Trial Agreement (and any documents entered into pursuant to or in connection with it) without the consent of any third party entitled to enforce this Trial Agreement under the Contracts (Rights of Third Parties) Act 1999.

14.5. The failure or delay of either party to exercise any right or remedy in connection with this Trial Agreement shall not operate as a waiver of that right or remedy, and the waiver of any breach

or infringement shall not operate as a waiver of any subsequent breach or infringement. No waiver shall be effective unless it is in writing, duly signed and communicated to the other party.

14.6. This Trial Agreement shall be governed by and construed in accordance with English law and you irrevocably agree to submit to the exclusive jurisdiction of the English courts.

PART B: TRIAL USE

This Trial Agreement is for trial use of the service and for no other purpose. You may not make any public display of any Licensed Data or make any commercial use of the Licensed Data until such time as you and if applicable, the company or legal entity that you represent enter into appropriate agreements with the Airline and its Airline Affiliates for the public use and display of such Licensed Data.

PART C: IATA AGENTS

This Trial Agreement supplements the existing contractual arrangements, as amended from time to time, between You and the Airline including but not limited to (a) the terms of and conditions of the International Air Transport Association (“**IATA**”) Passenger Sales Agency Agreement (the “**IATA PSAA**”) and Passenger Sales Agency Rules (“**IATA PSAR**”) and all IATA resolutions incorporated by them, (b) the British Airways Travel Agency Addendum as published on the Airline’s developer website, developer.ba.com and as amended from time to time and (c) any other agreements between You and the Airline (the “**Existing Contractual Arrangements**”) all of which shall apply in relation to your use of the Services and/or the Licensed Data pursuant to this Trial Agreement and the services you then provide to End Users in addition to the terms of this Trial Agreement.

In relation to your access and use of the Services and the Licensed Data provided under this Trial Agreement, if there is any conflict between the Existing Contractual Arrangements and this Trial Agreement, this Trial Agreement shall prevail.

You agree that the nothing in the Existing Contractual Agreements or otherwise prevents or restricts the Airline from making use of its right to suspend or terminate this Trial Agreement and/or your access to the Services and the Licensed Data.

In relation to matters other than your use of the Services and the Licensed Data under this Trial Agreement nothing in this Trial Agreement changes the commercial arrangements between You and the Airline, and all Bookings made pursuant to your use of the Services shall be treated in the same way as those made under your Existing Contractual Arrangements. There may be some

operational changes to the process that will apply and these will be referenced in our Commercial User Guide, which is available upon request from selling.distribution@ba.com.

PART D: NON-IATA ACCREDITED LICENSEES

1. Status of Licensee

- a) The Licensee shall not represent itself as a ‘General Agent’ or use any other designation, such as ‘Airline’s Ticket Office’, which would indicate or imply in any way that its office is an office of the Airline or any IATA Member.
- b) Nothing in this Trial Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Licensee and the Airline, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- c) The Licensee must declare accurate and current credentials during the Certification Process, as detailed on the Airline’s developer website, developer.ba.com, which allow the Airline to assess the commercial suitability for access to the Shop and Order APIs. Such credentials must be provided in a timely manner upon request by the Airline and may include, but are not limited to, name, location and legal ownership of the Licensee.
- d) The Licensee and/or place of business shall not be identified, or represent itself, as an office of an airline or group of airlines, nor have a name the same as that of a Member of IATA, or of IATA.
- e) This Trial Agreement shall not be assigned or otherwise transferred in whole or in part by the Licensee to any other person or persons.
- f) In the event that the Licensee proposes to effect any change(s) in the legal status, ownership, name(s) and/or address(es), the Licensee undertakes to give prior notice to the Airline. The Airline retains the right to modify access rights based on such changes.
- g) In the event of any conflict between this Part D and Part A and B (as applicable), this Part D will prevail.

2. Records and Inspection

- a) The Licensee shall maintain adequate records and accounts, together with supporting documents, recording the details of all transactions effected under this Trial Agreement. Such records, accounts and documents shall be preserved by the Licensee for at least two years from the date of the transactions to which they relate. The Airline has the right of audit, on reasonable advance notice: (1) to inspect the Licensee's books and records relating to sales of the Airline's Products and Services (being the services of British Airways and services of other airline's as authorised by British Airways) and to ensure the Licensee's compliance with the provisions of this Trial Agreement; and (2) audit the Licensee's books and records to detect or establish the Licensee's abuse of, or failure to comply with, any of the Airline's Rules concerning sale of travel on the Airline.
- b) The Airline shall remunerate the Licensee in a manner and amount as may be stated from time to time and communicated to the Licensee by the Airline. Such remuneration shall constitute full compensation for the services rendered to the Airline.
- c) Charges against the Airline's merchant agreement are not authorised in respect of a Licensee's own fees or charges.

3. Compliance with Airline Rules ("Rules")

- a) **General.** The Licensee will strictly adhere to the Airlines' current instructions, rules, regulations, requirements, general conditions of sale or carriage, fare rules and procedures (the "Rules") in booking any reservation for transportation on the Airline. The Licensee will also comply with all laws and regulations applicable to its activities under this Trial Agreement.
- b) **Promotional Programs.** The Licensee agrees to comply with all Rules governing the promotional programs, including the issuance of promotional vouchers. The Licensee acknowledges that the purchase, sale, or barter of promotional awards or mileage (other than a purchase from the Airline) is strictly prohibited and that the Licensee's direct or indirect involvement in any of these activities subjects the Licensee to (i) the possible suspension, limitation or termination of the Licensee's use of the Services, and (ii) legal or equitable remedies. The Licensee further acknowledges and understands that any fraud or abuse concerning promotional programs, awards or mileage on the part of the Licensee or the Licensee's customers may subject the Licensee's customers to administrative and legal action by the Airline, including the forfeiture of all (i) award certificates, (ii) tickets issued against award certificates, and (iii) accrued points/miles in the member's account, as well as suspension or cancellation of the account. The Licensee further understands that promotional or award tickets that have been purchased, sold, or bartered are void and that use of these tickets may result in the tickets being confiscated by the Airline, the passenger's trip being stopped or interrupted, and the passenger being required to purchase a ticket to continue travel.

c) **Prohibition of Abusive Booking Practices.** The Licensee acknowledges that fraudulent, fictitious and abusive bookings violate the Airline's Rules, and it is the Licensee's responsibility to ensure that bookings made by the Licensee are only in respect of customers' genuine travel requirements and that the Licensee must not offer or encourage customers to request any booking that does not reflect the genuine travel requirements of the customer. The Licensee is prohibited from seeking to manipulate booking in any way, attempt to circumvent journey controls for any reason including, but not limited to obtaining sold out inventory and any other practice prohibited in the Airline's General Conditions of Carriage as amended from time to time. The Licensee acknowledges that if it engages in these practices, the Licensee will be subject to the possible suspension, limitation or termination of the use of these Services and other legal or equitable remedies available to the Airline.

d) **Fraud and Misrepresentations.** The Licensee will not engage in any fraudulent activity, including but not limited to selling no-cash-value coupons, discounts, or upgrades. Fraudulent activity also includes intentionally withholding or misrepresenting information regarding Products and Services, such as information regarding availability and pricing.

e) **Regulatory Compliance.** All advertising and promotions by the Licensee for the Airline's Products and Services must fully comply with all applicable laws, rules, regulations and guidelines applicable in the markets it operates (including but not limited to those published by the UK Civil Aviation Authority, the US Department of Transportation and the UK Advertising Standards Authority). In addition, the Licensee must comply with all rules and guidance produced from time to time regarding advertising and promotions within the relevant market, including those pertaining to full fare advertising, price increases and ancillary services. Failure to comply may subject the Licensee to the suspension, limitation or termination of use of the Service by the Airline.

f) **Disclosure Requirements.** The Licensee will ensure that:

i. its systems, processes and sales practices accurately display and convey the identity of the operating carrier and all mandatory fees and charges (including those of the Licensee), on all pricing displays to customers and in any and all marketing materials.

ii. if the Licensee charges a service or other fee for its services, such charge or fee shall be listed separately, clearly and at the earliest practical opportunity.

iii. the total price, excluding fees and charges applied by the Licensee, shall not be more than the published price.

iv. all customers are made aware of the total price (including optional fees and charges and all fees of the Licensee) and the identity of the operating carrier at the earliest possible opportunity.

v. the appropriate selling class (also known as booking class) associated with the cabin of travel is displayed to the customer.

vi. any display or communication of ancillary products must be of at least the same quality and detail as that offered by the The Licensee in respect of other airlines.

vii. any fares displayed or communicated by the Licensee must be of reasonable accuracy as determined by Airline's Rules. Such requirements may relate to the accuracy of individual prices and/or the overall volume of fares that are within guidelines set within the Rules. The Licensee will take all necessary steps to rectify any inaccuracy when notified by the Airline.

g) **No Biasing or Alterations.** The Licensee's systems, processes and practices may automate a customer's preferences for air carrier, but must not otherwise involve any form of bias against the Airline's Products and Services, or alter the presentation of the information as provided by the Airline. The Licensee must not facilitate or encourage such biasing or alterations by others.

h) **No Re-Distribution.** The Licensee's use of the Service is for purposes of the Licensee marketing and selling the Airline's products and services directly to customers. The Licensee's use of the Service is specific to the Licensee, and does not include any authority for the Licensee to do any of the following online, without the Airline's specific prior written consent: i. to act as an intermediary for further distribution of Products and Services via other intermediaries and sales agents; ii. to distribute Products and Services via any other channel except between the The Licensee's own branches at agreed points of sale; iii. to offer or distribute Products and Services as part of a service provided by the Licensee that is re-branded so that it appears to customers to be a search, booking or ticketing service from a third party; or, iv. to offer or sell the Airline's Products and Services via a third party linking from or otherwise using the Airline's Data.

i) **PNR Content.** Complete reservation information is necessary to appropriately service customers and is required by government and law enforcement agencies such as customs and immigration authorities. The Licensee must provide the Airline with all contact information offered by customers including but not limited to telephone numbers and email addresses as well as any other information required by government and law enforcement authorities. The Licensee may not substitute any contact information or provide the Licensee's contact information in lieu of such customer information without the consent of the Airline and the customer. The Airline will treat all PNR content received in accordance with the Airline's privacy policy.

j) **Electronic Display.** The Licensee will not permit access or display products and services via its website or electronic means directly to customers without the Airline's prior written approval. Such restriction shall not apply to any tool utilised by the Licensee acting as travel management companies on behalf of corporate clients who may provide booking tools to those clients only.

k) **Exceptions.** To be valid, any exceptions to the Airline's Rules in the booking of any reservation or the refund of any ticket calling for transportation on the Airline must be documented by the Airline in the applicable PNR.

4. Data Ownership and Use.

(a) **Background.** The creation, development, collection, verification, formatting, organizing and maintenance of fares, schedule, inventory information, merchandising and other pre-booking data about Products, Services and facilities, requires extensive investment of time, money and specialised resources of the Airline and other airlines. For example, British Airways expends significant amounts of time and money to (i) analyse markets and competition for air transportation and related Products and Services, (ii) analyse aircraft fleet types and utilization, (iii) analyse operating conditions at airports and air traffic control infrastructure, crew scheduling requirements and legal/regulatory requirements, (iv) develop, deploy and use proprietary algorithms, processes and techniques, many of which have taken years to develop and are critical to the Airline's competitiveness, (v) develop complex yield management pricing processes in order to address the complex task of balancing an uncertain and variable demand against a fixed and perishable inventory of flights, involving the adjusting of air fares in response to updated information about the level of demand for flights and (vi) train its personnel to become skilled and knowledgeable about each of the foregoing. This investment in pre-booking data also results in post-booking data about Products and Services and the customers who purchase and consume them, and therefore the Airline's post-booking data is similarly valuable and competitively sensitive. The integrity, value and availability of the Airline's pre- and post-booking data can only be preserved if it is accessed and used in ways that have been authorised by the Airline. Unauthorised access can cause disruption and harm to the Airline's systems, business and customers, and misuse of such data can lead to safety and security issues, as well as cause material commercial harm to the Airline.

(b) **Airline Data.** The Licensee understands and agrees that as between the Airline and the Licensee and as a consequence and condition of the Licensee's Appointment, any information or data, regardless of source, that (i) is schedule, fare and inventory information of the Airline and its other interline carriers and including where that is included in a travel package (ii) relates to a relationship between a customer and the Airline (e.g. frequent flyer or club membership), (iii) relates to a transaction between a customer and the Airline, including booking and payment data, or (iv) is passed by the Licensee to the Airline through a PNR or similar booking/sale record (collectively, "Airline Data"), is and will be solely owned by the Airline. Access and use of Airline Data by the Licensee is solely for purposes of and is limited to those activities that are within the scope of this Trial Agreement.

(c) **Other Data.** The intent of this Section 4 is to maintain and protect the proprietary, commercial, competitive and confidential integrity of Airline Data. The Airline recognises that the Licensees have separate relationships with their own customers, whether individual persons or companies. In those separate relationships, the Licensees may collect, have access to and rights in customer-identifying information: name, address, phone number(s), e-mail address(es) and IP address(es), as well as information specific solely to the Licensees and its products and services. In addition, the Airline recognises that customers have overlapping or separate rights and interests in data that is processed on their behalf by the Licensee as part of the Licensee's marketing, sale or delivery of Products and Services by the Licensee to customers and nothing in this Section 4 is intended to restrict the processing of such data so long as the Licensee is acting in accordance and with the terms of this Trial Agreement.

5. Confidentiality, Privacy and Data Security.

a) **Confidentiality.** The Licensee will keep confidential and not disclose to any third party the following confidential information of the Airline: (i) any fare programs and commission arrangements that may be agreed with the Airline; (ii) any and all post-booking data, including all PNRs, that cover Products and Services; and (iii) any other Airline Data that the Airline designates as confidential (“Confidential Information”). However, the Airline consents to the Licensee disclosing commission arrangements and payments to customers when this information is requested by the customer. The Licensee may also disclose Airline confidential information to the Licensee’s directors, officers, employees or agents to the extent such persons are bound by equivalent confidentiality commitments and have a legitimate need to know such information in order for the the Licensee to perform its obligations to the Airline. In addition, this Section will not prohibit the Licensee from making disclosures required by law or judicial process after making reasonable efforts to resist disclosure and notify the Airline. The Licensee acknowledges that the Airline may disclose fare program and commission arrangements to other carriers subject to applicable laws. This provision will survive the suspension, limitation or termination or expiration of the Licensee’s use of the Service

b) **Privacy.** In this Trial Agreement, “Personal Data” means any information relating to an identified or identifiable natural person who can be identified from such data or that data and other information. As regards passenger Personal Data, each of the Licensee and the Airline will be considered as a data controller (as defined in EU Data Protection Directive 95/46/EC). The Licensee will cause all of the Licensee’s privacy policies to inform end users that their Personal Data will be disclosed to the Airline (and third parties in accordance with the Airline’s privacy policy). The Licensee shall give its customers notice, and if required under applicable law obtain Customer’s consent, of such disclosure of Personal Data to the Airline. All such Personal Data will be handled by the Airline pursuant to and in accordance with the Airline’s privacy policy. In all other respects, the Airline, as the owner of Airline Data, can use and disclose Airline Data for any purpose. The Licensee will not adopt, apply or publish any privacy policy inconsistent with the requirements of this Trial Agreement or the Airline’s privacy policy.

c) **Data Security.** The Licensee will establish, implement, maintain, and use technical and organisational safeguards against the unauthorised disclosure, access, use, destruction, loss, damage or alteration of all Personal Data and Airline Data that is in the possession of the Licensee. Such safeguards will be in compliance with all applicable laws and regulations, including but not limited to any privacy or data protection statutes in the United States, United Kingdom and European Union, and will be no less rigorous than (i) industry standard practices in the transportation and related services industry, and (ii) reasonable security procedures and practices appropriate to the nature of such Airline Data. For the avoidance of doubt, such data safeguards must include: (i) compliance with the current Payment Card Industry Data Security Standard, and Amex, VISA, MasterCard and any other applicable payment card network bylaws and operating regulations and laws or regulations relating to credit card processing; (ii) encryption of all records and files that contain any personal information when the Licensee transmits such records and files across public networks or any wireless network or stores such records and files on laptops, thumb

drives or other portable devices or transfers such records and files for storage; and (iii) compliance with any security standards required by local law or regulations.

d) **Remediation.** Following any Security Incident (defined as (i) the loss, misappropriation or misuse (by any means) of the Airline's Confidential Information, Airline Data and/or any Personal Data; (ii) the inadvertent, unauthorised, and/or unlawful processing, distribution, alteration, corruption, sale, rental, or destruction of the Airline's Confidential Information Airline Data and/or any Personal Data; (iii) any other act or omission that compromises or threatens to compromise the security, confidentiality, or integrity of the Airline's Confidential Information, Airline Data and/or any Personal Data, or (iv) any breach of the Airline's security policies set forth herein), the Licensee must notify the Airline within 24 hours. The Licensee and the Airline will work in good faith regarding remediation efforts that may be necessary and reasonable. At the Airline's sole discretion, the Licensee shall (i) either undertake remediation efforts for a Security Incident at its sole expense and in line with Security Best Practices or reimburse the Airline for the Airline's reasonable costs and expenses in connection with taking remediation efforts for a Security Incident and (ii) provide assurances satisfactory to the Airline that such Security Incidents will not recur.

6. The Airline's Intellectual Property.

(a) **Background.** The Airline's intellectual property, including its trademarks, logos, livery, travel posters, web sites and advertising, are important and valuable assets of the Airline.

(b) **BA Marks and Correct Use.** British Airways (BA) grants the Licensee a limited, royalty free, non-transferable, non-exclusive permission to use certain BA intellectual property, specifically the British Airways, BA, BA.com, OpenSkies, Executive Club, On Business, Avios, First, Club World, Club Europe, World Traveller Plus, World Traveller, Euro Traveller, Biz Bed, PremPlus trademarks and brands (the "BA Marks") solely for the purpose of identifying the Licensee as authorised to sell the Product and Services. In using the BA Marks, the Licensee agrees that the Airline owns the BA Marks, and that the Licensee will not harm the BA Marks or BA's ownership of the BA Marks or in any way contest or deny the validity of, or the right or title of the Airline in or to, the BA Marks. The Licensee acknowledges and understands that it has no right or permission to use the BA Marks for any purpose not expressly stated in these terms and conditions, and that any unauthorised use of the BA Marks will constitute an infringement of BA's rights. The Licensee further agrees not to use any intellectual property confusingly similar to the BA Marks. The Licensee agrees that it will comply with BA's trademark usage guidelines as published from time to time, and will reproduce the design and appearance of the BA Marks from reproduction art obtained from BA. The Licensee further agrees that without prior written consent from the Airline it will not purchase, use, or register any domain names or keywords or search terms that are identical or similar to, or contain (in whole or in part), any of the BA Marks.

(c) **No Implied or Other Rights.** The Licensee understands that it has no other right or permission pursuant to this Trial Agreement to use any other intellectual property owned by BA or its affiliated entities. The Licensee understands that it has no rights in the Airline's intellectual property, nor can continued use of any of the Airline's intellectual property ever give the Licensee any rights in

or to any of the Airline's intellectual property. The Licensee acknowledges that a breach of Clause 6 of this Trial Agreement will cause the Airline significant, irreparable injury and accordingly, [that Clause 12(c) shall apply in relation to any breach of this Clause 6.] The Licensee will obtain BA's written authorisation before any use of the Airline's intellectual property.

7. PCI Compliance

(a) The Licensee undertakes, warrants and represents that it, and any products and/or services that are to be provided to the Airline pursuant to this Trial Agreement are compliant with the Payment Card Industry Data Security Standards ("PCI DSS") Version 3.1 dated April 2015, as amended or updated from time to time.

(b) The Licensee shall implement, maintain and monitor effective policies and procedures to ensure its continued compliance with Clause 7(a)

(c) The Licensee agrees to provide the Airline with evidence of compliance with Clause 7(a) (or where it is not at that time compliant all additional steps required to achieve compliance) and Clause 7(b) within 10 Business Days of any written request from BA, such evidence shall include, but is not limited to, a copy of the relevant Report on Compliance (ROC) from a Qualified Security Assessor (QSA) and a copy of the relevant PCI Attestation of Compliance (AOC).

(d) The Supplier understands that the Airline places particular reliance upon the Supplier's compliance with Clauses 7(a), 7(b) and 7(c) in order to enable the Airline to maintain its own compliance with PCI DSS and without limitation of any other rights, the Airline reserves the right to terminate this Trial Agreement immediately on written notice to the Supplier, without any liability to the Licensee for such termination, if: i. the Licensee fails to comply with Clause 7(a), 7(b) and 7(c); ; or ii. a Security PCI Incident occurs; or iii. a QSA refuses to issue a further or renewed Report on Compliance in respect of the Supplier.

(e) The Licensee shall indemnify and keep indemnified, defend and hold harmless the Airline and their respective directors, officers, agents, employees, successors and assigns from any and all Losses (including those arising from any third party Claim) arising from or in connection with: i. the costs and expenses associated with any investigation of any PCI Security Incident; ii. any breach by the Licensee of its obligations in this Clause 7 (PCI Compliance); and iii. the loss or misuse of or damage to Cardholder Data including the costs and expenses associated with the recovery and/or reconstruction of Cardholder Data if and to the extent that such loss is caused by or contributed to by any act or omission by the Licensee or its Licensee's employees.

(f) This Clause 7 (PCI Compliance) shall survive termination and expiry of this Trial Agreement.

(g) The following additional definitions shall apply to this Clause 7:

"Attestation of Compliance" or **"AOC"** means the written declaration of PCI compliance, issued by the Licensee, and which is the letter of acknowledgement that, at the time of the issuing of the AOC, the company subject to the assessment is compliant to the relevant standard.

"Card" means any credit, debit, charge or other card in respect of a payment mechanism that may be used to effect the transfer of funds from the account of the holder of the card to the account of another party.

"Cardholder Data" means cardholders' names and all other data in respect of the relevant Card, including without limitation, account number, issue date, expiry date and all security numbering that may be associated with the relevant Card and all such data shall be deemed to be Personal Data and Confidential Information.

"Losses" means any and all claims, demands, actions, proceedings and all losses, damages, liabilities, penalties, fines, judgements, demands, fees, costs and expenses (including without limitation reasonable management time, legal and other professional advisers fees and disbursements on a full indemnity basis) and all economic loss, actual or anticipated loss of profit, loss of revenue and opportunity, loss of or damage to reputation or goodwill, loss of anticipated savings and any indirect or consequential loss or damage.

"PCI Incident" means any event which has occurred, or is reasonably judged by the Airline and/or the Licensee and/or an accredited member of a Card scheme's audit/compliance /investigative team to be likely to occur, and which has as its effect the actual or potential prejudicing of the integrity of the security of Cardholder Data.

"Qualified Security Assessor" or **"QSA"** means a company accredited by the payment card industry as being qualified and approved to carry out appraisals and audits of suppliers of PCI related services.

"Report of Compliance" or **"ROC"** means the written report of compliance, issued by a QSA, and which is the letter of acknowledgement that, at the time of the issuing of the report, the company subject to the assessment is compliant to the relevant standard.

"Security PCI Incident" means a PCI Incident relating to any Cardholder Data and/or any reports that may contain any elements of Cardholder Data in respect of any Airline customer, supplier or employee which is transmitted, received, processed and/or stored (whether temporarily or permanently) by means of a product and/or service provided by the Licensee.

h). For all services provided by the Licensee that involve the capture, access, processing, retention and/or retrieval of Cardholder Data, the Licensee is solely responsible for the security of all Cardholder Data that it holds and/or has access to.

i). In the event of a Security PCI Incident, the Licensee will provide the fullest practicable co-operation to the Airline and/or a Payment Card Industry accredited representative, and/or an appointed third party acting on their behalf, such cooperation to include without limitation the

enabling of them, acting reasonably, to access the Licensee's systems and premises to conduct a thorough security review in order to ascertain the circumstances of the Security PCI Incident.

8. Booking Confirmation and Customer servicing

a) The Licensee agrees that any bookings made using the Services will pass into the Airline's control from the point of confirmation and that any bookings are between the Airline and the customer, all servicing of any bookings made will be handled directly by the Airline.

b) The Licensee shall display to the customer a booking confirmation page in order to properly inform the End User of the Products and Services they have purchased and the total price paid.

c) In line with condition 3.f. above, all fees and charges imposed by the Licensee shall be listed separately in the booking confirmation page.

d) The Licensee shall ensure that its customers are adequately informed that all servicing of the booking will be handled directly by the Airline, and shall provide appropriate links to the Airline website and other servicing channels, as advised by the Airline from time to time. Servicing information, including but not limited to the opportunity to make changes, purchase ancillary products and check-in, will be displayed clearly for the customer on all platforms, including but not limited to the booking confirmation page.

e) The Licensee agrees that it shall not use the customers' contact details to promote its own services after the point of confirmation, unless the customer has previously given their express consent to receive said promotional materials.

f) The Licensee agrees that the Airline has no responsibility to inform the Licensee of any changes to bookings made after the point of confirmation, except in case of booking cancellations where these may affect any remuneration as agreed between the Licensee and the Airline.