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# Data Licensing

Terms  
and  
Conditions

## **Data Licensing Terms and Conditions**

### **Intellectual Property Rights**

The Customer acknowledges the Intellectual Property Rights of the Mash Media Group in relation to the Licenced Data and shall not acquire or be deemed to acquire under this Agreement any rights in relation thereto or any other property or rights belonging to the Company (including without limitation, copyright, logos, trademarks, service marks or get-up) other than as expressly granted and licensed hereunder.

The Customer shall not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership by the Mash Media Group of any rights in the Licenced Data.

The Customer hereby undertakes to keep secure and confidential the Licenced Data and only to allow those employees access to the Licenced Data as is necessary for the performance of the Permitted Uses. The Customer shall not to disclose, sell or lend the Licenced Data to any third parties.

The Customer hereby indemnifies and shall keep indemnified the Mash Media Group for any and all loss, costs, liabilities and expenses as may be incurred by the Mash Media Group directly or indirectly because of a breach of this Clause by the Customer.

The Customer hereby indemnifies and shall keep indemnified the Mash Media Group for any and all loss, costs, liabilities and expenses as may be incurred by the Mash Media Group directly or indirectly because of any misuse of the Licensed Data or any part thereof or any other derivative work in which the Mash Media Group has Intellectual Property Rights, by any Permitted Sub-contractors.

## Over-Usage

In the event that the Customer is in breach of the terms of a Single Use Licence or Multi-Use Licence, the Mash Media Group shall be entitled to apply their Standard Rates to any uses of the Licensed Data or any other material or derivative work in which the Company has Intellectual Property Rights and invoice the Customer accordingly.

## Limitation of Liability

Nothing in this Agreement shall exclude or in any way limit the Mash Media Group's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law. Subject to this but including any liability arising under any indemnity under this Agreement:

Mash Media Group's maximum aggregate liability under or in connection with this Agreement, whether in contractor delict (including negligence) or otherwise, will in, no circumstances, exceed the Charges; and

Mash Media Group will not be liable under this Agreement for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by delict or tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

These Terms state the full extent of the Mash Media Group's obligations and liabilities in respect of the performance under the Agreement. The parties agree that any condition, warranty representation or other term concerning the performance under the

Agreement which might otherwise be implied into or incorporated in this Agreement, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.

Mash Media Group shall not be liable in contract or otherwise for any economic, indirect or consequential loss or damage sustained by the Customer or others directly or indirectly making use of the Licensed Data including but not limited to any economic, indirect or consequential loss or damage resulting as a consequence of any defects or inaccuracies or errors in the Licensed Data.

Where the Licensed Data is deliverable in batches, Mash Media Group shall use its reasonable endeavours to remind the Customer of any Licensed Data which has not been requested for delivery within a Licence Period, however ultimate responsibility for delivery within the Licence Period will remain with the Customer and no refund shall be made in the event that the Customer fails to take delivery of the Licensed Data or any part thereof.

Mash Media Group will not give any refund to the Customer in the event that the Customer has under used the Licensed Data in accordance with the Customer's Single Use Licence or Multi-Use Licence.



**Mash Media**