TERMS OF USE OF CONTENT

introduction

The Company and its licensors own the Intellectual Property associated with, pertaining to or embodied in, the Content and the Company has all necessary rights and authority to grant licences to customers wishing to Use the Content.

The Customer wishes to Use the Content for the Purpose, to support its internal business operations and processes, including by analysing the Content and aggregating the Content with other information to create the Customer Data.

The terms and conditions upon which the Company is prepared to license the Customer to Use the Content, are set out below.

grant of LICENCE

In exchange for the Licence Fee, the Company hereby grants to the Customer, for the duration of the Agreement, a non-exclusive and non-transferrable licence, to the Customer, to:

Use the Content for the Purpose; and

create Customer Data and Use this Customer Data for the Purpose;

- provided that If an Authorised Site(s) is specified in the Particulars, the Customer will only Use the Content at the Authorised Site(s) and will not Use the Content at any site that is not specified in the Particulars as an Authorised Site.

The Customers and the Users may Use the Product Information strictly as may be required for: (i) the Customer to train the Users to Use the Content; and (ii) for the Users to Use the Content.

The Customer shall not be entitled to grant any sub-licences under the Licence, except to the extent permitted by clause 7;

Each copy of the Content stored on Hardware that is in the possession or under control of, the Customer or provided to the Customer on Hardware, will be subject to the provisions of the Agreement and, as such, to the same restrictions contained in the Agreement.

The Customer acknowledges that its Users are entitled to Use the Content for internal purposes only and in accordance with the General Terms. In amplification of the aforegoing, and without limiting the generality thereof, the Customer shall not, and shall not assist nor permit others to:

access the Content using any method other than the interface and instructions provided by the Company;

use the Content in any manner which is not permitted by law or in a manner that would infringe the rights of any person;

transfer to any other person or entity any of the rights to Use the Content, except as is expressly permitted by clause 7 (Sublicensing);

sell, rent or lease the Content except as is expressly permitted by clause 7 (Sublicensing); or

operate a service bureau or time-share service.

The Intellectual Property pertaining to, associated with, or embodied in, the Content is, and shall remain, the exclusive property of the Company or its licensors. The Customer and each User shall have no right, title or interest therein, save for the right of Use to the extent expressly set out in the Agreement.

The Customer acknowledges that certain of the Content may be proprietary to a third party and that while the Company may review such Content, it takes no responsibility to ensure the correctness, accuracy or completeness of such Content, and has no liability for Losses arising from any failure of the Content to meet the Customer's, or any other expectations.

Artificial Intelligence and Machine Learning Systems. The Customer acknowledges that the Content, and the Company's Intellectual Property therein, are of significant commercial value, and that the following provisions apply, in addition to and without limiting clause 2.5, to any Use of the Content in conjunction with an AI System, whether during an Evaluation Environment or a Production Environment:

Definitions. For the purposes of this clause 2.8, "AI System" means any artificial intelligence, machine learning, large language model, generative artificial intelligence, or other automated analytical system or service, whether accessed directly, via an application programming interface, browser extension, plug-in, agent, or embedded within other software; "Public AI System" means any AI System other than a Permitted AI System, including any consumer-tier, free-tier, trial or open-access service, and any AI System whose terms permit its provider to retain, review or train upon submitted content; "Permitted AI System" means an AI System that the Company has approved in writing for Use in a Production Environment and that operates under a written enterprise, commercial or zero-data-retention agreement excluding use of submitted content for model training, fine-tuning or product improvement, and that does not retain such content beyond the period reasonably necessary to return a response; "Evaluation Environment" means Use of the Content by the Customer to trial, pilot, test, or otherwise evaluate the Content prior to, and separately from, any Production Environment approved in writing by the Company; and "Production Environment" means Use of the Content by the Customer in a live, operational or revenue-generating capacity, or otherwise beyond the scope of an Evaluation Environment, as recorded in the Particulars or a written variation of the Agreement signed by the Company.

During an Evaluation Environment, the Customer shall not, and shall procure that its Users, Representatives and Affiliated Sub-Licensees do not, input, upload, transmit, expose, or otherwise make available any Content, whether in whole, in part, or in summarised, abstracted, tokenised, embedded or derivative form, to any AI System without the Company's prior written consent; for the avoidance of doubt, evaluating the Content for possible future Use with an AI System does not itself constitute such consent.

The Customer shall not carry over, migrate, or otherwise extend any Use of the Content involving an AI System from an Evaluation Environment into a Production Environment unless and until the Company has approved that Use in writing, which approval may be made subject to additional terms, including as to the specific AI System(s) permitted, applicable security and data-retention requirements, and any increase in the Licence Fee.

Where the Company has approved Use of a Permitted AI System in a Production Environment under clause 2.8.3, the Customer may process Content using that Permitted AI System solely for the approved purpose, remains fully liable for such processing as if performed by the Customer itself, and shall ensure that no Content is used to create, index or persist any vector store, embedding, retrieval corpus, cache or fine-tuned artefact that survives the earlier of completion of that purpose or termination of the Agreement.

Regardless of whether the Content is Used in an Evaluation Environment or a Production Environment, the Customer shall not, and shall procure that its Users, Representatives and Affiliated Sub-Licensees do not: (i) make any Content available to a Public AI System; or (ii) use the Content, including data samples, schemas or any Product Information, to train, tune, benchmark or otherwise develop any model, dataset or product, whether or not the resulting artefact is claimed to be non-identifying, aggregated or anonymised, save with the Company's prior written consent.

The Customer shall notify the Company in writing within 24 (twenty-four) hours of becoming aware of any disclosure of Content to a Public AI System or any other breach of this clause 2.8, and acknowledges that such a breach may cause the Company irreparable harm for which damages would be an inadequate remedy, entitling the Company to seek urgent interdictory relief without the need to prove actual loss. This clause 2.8 shall survive the termination or expiry of the Agreement.

DELIVERY

The Content shall be deemed to be delivered by the Company for Use by the Customer, in one or other of the following ways:

By providing an electronic storage medium to the Customer having the Content stored thereon; or

By registration of the Customer and its Users to Use the Content through the Company's internet portal.

copying the Content

Where the Content is provided to the Customer on an electronic storage medium, the Customer shall be entitled to make 2 (two) copies of the Content for operational security and backup purposes.

Save as specifically provided in clause 4.1, the Customer and each User are specifically prohibited from creating any copies of the Content or any of the Product Information provided by the Company in printed or electronic form, whether in whole or in part.

The Customer is responsible and liable for all the actions of its Users and shall ensure that the Users abide by the terms and conditions of the Agreement and by all applicable laws and regulation relating to the Use of the Content.

The Customer shall notify the Company immediately of any unauthorized access and/or use of the Content or any other known or suspected breach of security.

Customer Data

In some cases, the Customer may derive information from the Content or merge or integrate the Content with other information to create the Customer Data. The Customer will retain ownership of all Intellectual Property associated with the Customer Data and shall be entitled to continue to use the Customer Data after the termination of the Licence, provided that the Customer:

shall not use the Customer Data to create or augment any other mapping-related data (including a mapping or navigation data set, business listing, mailing list, or telemarketing list) for use in providing a service that is a substitute for, or which is substantially similar to, that provided by the Company; and

shall attribute credit to the Company and its information/content providers in a clear and visible form whenever the Customer Data is displayed.

The Customer hereby grants to the Company, a non-exclusive worldwide license, in perpetuity, to use, host, store, reproduce, Modify, create derivative works (such as those resulting from translations, adaptations or other changes made by the Company), communicate, publish, publicly perform, publicly display and distribute such Customer Data, strictly for the purpose of conducting the Company's business, including the analysis of usage patterns and the extraction of aggregated information to facilitate the provision of Content Updates and to provide Support and other services to the Customer. Notwithstanding the foregoing, the Company will only use and disclose the Customer Data in an aggregated form or in a manner that does not identify the Customer or damage the confidentiality of the Customer Data.

personal information

When processing personal information of the Customer's and its Representatives, it shall:

do so only on the written instructions of the Customer (including those set out in this Agreement);

use such personal data only for the purpose of fulfilling its obligations in terms of this Agreement;

not pass such personal data to any third party without the prior written consent of the Customer;

upon request from the Customer and in any event upon the termination, cancellation or expiry of this Agreement, it shall (at the Customer's option) destroy or return all such personal data;

take all appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

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SubLicensing

The Customer may not cede, assign and/or delegate any or all of its rights and obligations (including liabilities) under the Agreement to any person, except as is expressly provided for in this clause 7.

The Customer is only entitled to sublicense all or part of the rights granted to it in clause 2 to the Affiliated Sub-Licensees, which are specifically listed in the Particulars and in this event, the Customer will be responsible for the acts or defaults of any such Affiliated Sub-Licensees and their Representatives, as if they were the acts or defaults of the Customer.

In the event that the Customer sublicenses an Affiliated Sub-Licensee under the Licence, the Customer will:

ensure that the Affiliated Sub-Licensee it sublicenses performs the Customer's obligations in terms of the Agreement as if it were the Customer, including the payment of the Licence Fee; and

procure that all Intellectual Property pertaining to, associated with or embodied in any Modifications to the Content created by the Affiliated Sub-licensee and its Representatives, are treated, vis-à-vis the Company, as if they were created by the Customer or its Representatives. In particular, the Customer will procure an assignment of Intellectual Property pertaining to, associated with or embodied in any Modifications to the Content created by the Affiliated Sub-Licensees and their Representatives, thereby to ensure that use and reproduction of such Intellectual Property by the Company will not infringe any rights of the Affiliated Sub-Licensees or their Representatives.

The Customer will enforce its rights against any Affiliated Sub-Licensees sublicensed under the Licence, in favour of the Company and, to the extent that the Customer fails, refuses, is unwilling and/or enable to do so, it undertakes to cede, assign, transfer and make over to and in favour of the Company or its successors-in-title, all such right, title or interest it might have under such sublicence with such Affiliated Sub-Licensee, and which the Company could reasonably require to enforce such right against such Affiliated Sub-Licensee.

Support and maintenance

The Company's obligation to provide support in relation to the Content may be set out in a Service Level Agreement. If the Parties execute a Service Level Agreement then the terms and conditions contained therein will apply in relation to the support and maintenance of the Content.

If the Parties do not execute a Service Level Agreement, the Company's obligation in relation to the support and maintenance of the Content will be as set out in the General Terms.

Licence Fee and PAYMENTS

In consideration for the licence granted to it in clause 2.1, the Customer shall pay to the Company the Licence Fee as stipulated in the Particulars.

Where the Licence Fee is payable on a monthly, quarterly or annual basis, it shall be paid by the Customer to the Company in advance, before the 5th day of that period.

Payment of the Licence Fee shall be made in cash, in South African Rand, free of exchange, without deduction or demand and by electronic transfer to a bank account nominated by the Company.

The Company shall be entitled to increase the Licence Fee, provided that:

The Company shall not increase the Licence Fee on more than one occasion per calendar year and on such occasion, the Company shall not increase the Licence Fee by more than 15%; and

The Company shall give the Customer not less than 30 (thirty) days' prior written notice of such increase.

Where the Company has provided the Customer with access to Use the Content free of any charge to the Customer (i.e. where the Licence Fee is nil), the Company shall be entitled, in its discretion, to revoke the licence so granted, without providing any notice of termination to the Customer.

The Company reserves the right to suspend access to and Use of the Content by the Customer in the event that the Customer has not paid any Licence Fee or instalment of the Licence Fee by its due date.

All amounts which the Customer is required to pay to the Company in terms of the Agreement and which are not paid on due date shall bear interest at Prime from the due date until the actual date on which payment is received by the Company.

The said interest shall be calculated monthly in arrears of the due date of payment and shall be compounded monthly.

The Company's right to charge interest on outstanding amounts shall not detract from any other rights that the Company may have in terms of the Agreement.

disclaimer of warranties

The Content, and any services provided by the Company pertaining to, or based on the Content, is licensed to the Customer on an "as is" basis, without warranty of any kind, whether express or implied.

All conditions, representations, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the Content are expressly excluded to the extent permissible by law.

The Company expressly disclaims and waives all warranties regarding or relating to the Content, including: all warranties of merchantability, fitness for a particular purpose, performance and non-infringement of third party Intellectual Property.

The Company does not warrant and specifically disclaims any representations that:

The Content will meet the Customer's or any User's requirements or that access to the Content or its Use will be uninterrupted or error-free;

the Content will remain current and up-to-date for any period of time;

the Content will remain usable and not be rendered obsolete, for any period of time;

the Content will accessible from the environment in which the Customer intends to Use it or in conjunction with the other software with which the Customer intends to Use it; or

the correctness, accuracy or truth of any item of information in the Content.

The Customer's sole remedy, in the event that any defects or errors in the Content become apparent, shall be to request that the Company remedy such defect/error, to the extent that it is able to do so, in accordance with the Support provisions of the Agreement.

The Customer acknowledges and agrees that the Content can only be Used in conjunction with Hardware that meets a particular specification. The Customer is responsible for ensuring that the Hardware in conjunction with which the Content is Used, conforms in all respects with the specifications therefor, as indicated by the Company. The Company shall not be obliged to provide the Data Support where the Hardware in conjunction with which the Content is Used, does not conform to such specifications.

LIABILITY

IN NO EVENT SHALL THE COMPANY OR ITS REPRESENTATIVES BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS AND ANY OTHER TORT CLAIMS) ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE CONTENT (BUT EXCLUDING ANY SUCH LOSSES RELATING TO THE COMPANY'S FRAUD, GROSS NEGLIGENCE, OR WILFUL MISCONDUCT.

Without derogating from the generality of the aforegoing, the Company shall have no liability to the Customer or a third party with respect to loss of goodwill, profit or business or for any special, indirect or consequential loss or damage, whether in delict or in contract, even if it has been advised of the possibility of such damages.

To the extent that the Company's liability cannot be disclaimed in law, the Company's aggregate liability for Losses of the Customer, for any reason and upon any cause of action, shall be limited to 50% (fifty per cent) of the aggregate Licence Fees received by the Company.