

MAST Online Licence for a single user account – commercial purposes only

Road Safety Analysis Ltd (hereinafter referred to as "the MAST Provider") hereby agrees to Licence

(hereinafter referred to as "the **User**"),

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being an employee or otherwise a bona fide representative of a MAST member organisation, namely

(hereinafter referred to as "the **Organisation**"),

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and who utilises for such purpose, and will continue to utilise throughout the duration of this Licence, the email address of

(hereinafter referred to as "the Account **Email Address**"),

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to receive and use a single non-transferable Account to create, view, save, edit, print and download data tables and charts using MAST Online, to employ such data and any information derived therefrom in any form (hereinafter referred to as "MAST Data"), and to access related online facilities supplied by the MAST Provider, strictly provided that the User:

1. does not assign any use of the Account whatever to any other party, whether or not connected to the Organisation, on any basis whether permanent or temporary, and does not disclose or permit to be disclosed to any party, even through failure to take reasonable security precautions, any Account details such as login passwords supplied by the MAST Provider;
2. acknowledges that MAST Data
 - a. is in part derived from STATS19 data, which is Crown copyright and may only be disclosed in any form with the permission of the Department for Transport, and
 - b. is in part derived from Mosaic Public Sector data, which is the copyright property of Experian Ltd and may only be disclosed in any form with their permission
3. recognises that this Licence does not confer any authorisation of any kind in respect of these copyrights, and therefore undertakes not to use MAST Data in any way which could reasonably be foreseen as resulting in their breach;
4. adopts all reasonable precautions to ensure that any other party, whether or not connected to the Organisation, who is in receipt of any MAST Data derived from use of the Account is aware of this stipulation and acts in a like manner;
5. acknowledges that while every effort is made to ensure accuracy, the MAST Provider gives no absolute warranty as to the accuracy or completeness of MAST Data, nor of any third party data from which MAST Data may be derived;
6. will not use MAST Data to attempt to obtain or derive information relating to any specific individual or household, make no claim to have obtained or derived any such information, and will take all reasonable steps to ensure that MAST Data cannot be used to identify individuals, nor used by individuals to identify references to themselves;
7. agrees that the MAST Provider may immediately and unconditionally revoke this Licence whenever the User ceases to be an employee or bona fide representative of the Organisation;
8. acknowledges that the MAST Provider may at its sole discretion elect to transfer responsibility for continued provision of the Account to any other party on such terms as it sees fit, and that in this event all stipulations in this Licence, including this clause, would continue to apply with equal force to all future use of the Account;
9. will take all reasonable steps to ensure the MAST Provider receives prompt and full payment by or on behalf of the Organisation in respect of any subscription which may be required for continued provision of the Account, subject to the MAST Provider giving the User reasonable advance notice of all such charges via the Account Email Address;
10. shall indemnify the MAST Provider against any actions, suits, proceedings, claims, demands, damages and costs arising from this Licence, any use of the Account, or any use of MAST Data derived from the Account, whether by the User or by any other party whether or not connected to the Organisation;
11. agrees that the MAST Provider may immediately and unconditionally revoke this Licence if the User commits or permits any breach of the stipulations herein, or if the User or any other party whether or not connected to the Organisation uses the Account or MAST Data derived therefrom in like breach, unless by explicit prior written consent of the MAST Provider;
12. supplies to the MAST Provider written acceptance of the terms in this Licence by signing, dating and returning one hard copy thereof, although the MAST Provider may at its sole discretion choose to accept electronic correspondence received via the MAST Provider's website or the Account Email Address in lieu of such a hard copy.

Signed

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Date

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