



## END USER LICENSE AGREEMENT

### Background

- A. i-RAMS is a decision support platform developed and owned by Roads & Highways a business unit of Digital Industries (Pty) Ltd to be used worldwide for real-time asset and incident management.
  - B. i-RAC is a mobile data collection application developed and owned by Roads & Highways a business unit of Digital Industries (Pty) Ltd to be used worldwide for the data collection in terms of asset componentisation and condition grading of various asset types.
  - C. Roads & Highways specialises in Road Asset Management & Consulting Engineering Services. Manages roads for various Metro -, District - and Local Municipalities and is operational in 7 African Countries.
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- 1. Roads & Highways is a software development and professional consulting engineering company registered in South Africa (number 1980/003734/07). Roads & Highways an African company, has over 35 years of roads and highways project designs and implementations across Africa. Objectives relate to the promotion of safer road use and professional infrastructure asset management in the public interest.
  - 2. Roads & Highways holds and administers the rights to use the i-RAMS & i-RAC software for general benefit.
  - 3. i-RAMS & i-RAC provides for the access of content including mapping and tables of results that have been built from road inspections and assembled from various surveys. This data is property of the respective clients
  - 4. To use i-RAMS & i-RAC, you must agree to the terms and conditions of this licence. This protects the interests of the content providers or background copyright material which is contained in i-RAMS & i-RAC, while enforcing and protecting the copyright of the ongoing development of i-RAMS & i-RAC and Roads & Highways programme of professional work.
  - 5. A valid software license pays for the costs of servers, i-RAMS and i-RAC upgrades and other consumables that are required to make access to i-RAMS & i-RAC possible. An additional fee shall not be required for using i-RAMS & i-RAC if covered by a valid service level agreement. You may, however, be required to renew an expired SLA if you are registered as the software administrator or power user.

## **THE USER LICENSEE AGREES:**

6. By entering into this Licence Agreement, and subject to its terms, you agree to be licensed to use the i-RAMS & i-RAC software and its content for a period covered by the valid service level agreement commencing on the date of this Licence Agreement.
7. Digital Industries (Pty) Ltd grants the User a non-exclusive, non-assignable, non-transferable, without the right to sublicense, license to use the Standard Software and Documentation for the duration of the Agreement
8. The i-RAMS & i-RAC software and its content are legally protected by copyright, trademarks, design rights and/or other relevant proprietary rights within South Africa, Africa and other countries, and you agree to abide by these rights and laws. You agree that any copyright notices or restrictions or requirements that are contained in published reports that are linked to the content accessed on i-RAMS & i-RAC also apply to the associated content carried in i-RAMS & i-RAC. You agree to reproduce any copyright notices or restrictions or acknowledgements or other requirements that may be required by data holders and/or Digital Industries (Pty) Ltd in the event that you refer to content carried in i-RAMS & i-RAC and/or are subsequently permitted to reproduce content following the procedures set out in Clause 5.
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11. You may not use the i-RAMS & i-RAC software or content for any unlawful or unauthorised purpose or use i-RAMS & i-RAC by any unlawful means.
12. You may not copy or reverse engineer i-RAMS & i-RAC or its content in any way (in whole or part). You may not incorporate any or all of i-RAMS & i-RAC in any other device or system. You may not sell, loan, lease, sub-lease, modify or distribute any part of i-RAMS & i-RAC or its content.
13. You shall send to Digital Industries (Pty) Ltd all results or other outputs generated from your use of the i-RAMS & i-RAC software and shall permit Digital Industries (Pty) Ltd to use and/or publish such results and outputs at Digital Industries (Pty) Ltd's discretion. You will also agree to consider sympathetically any reasonable request from Digital Industries (Pty) Ltd to help others working for a world free of high-risk roads in the public interest.

14. While Digital Industries (Pty) Ltd seeks to provide a reasonable quality of service in making i-RAMS & i-RAC available to you, such availability is not guaranteed.
15. Your use of i-RAMS & i-RAC for any purpose is entirely at your own risk. Digital Industries (Pty) Ltd gives no warranty whatsoever about the performance of the i-RAMS & i-RAC software or the accuracy or completeness of the i-RAMS & i-RAC content. Digital Industries (Pty) Ltd, Digital Industries (Pty) Ltd Members, affiliates, directors, officers, employees, agents, contractors, donors, contributors, and stakeholders (collectively the 'Digital Industries (Pty) Ltd') accept no liability whatsoever for any loss or damage caused which may result from your use of or reliance on i-RAMS & i-RAC, howsoever caused.
16. Digital Industries (Pty) Ltd gives no warranty, implied or otherwise, as to the applicability or suitability of the i-RAMS & i-RAC content including results presented in any circumstances. You acknowledge that the i-RAMS & i-RAC content including its results may be inaccurate and/or contain errors and omissions. You, therefore, agree that neither Digital Industries (Pty) Ltd nor the Digital Industries (Pty) Ltd family will have any liability for any such inaccuracies, errors, or omissions.
17. Digital Industries (Pty) Ltd may suspend or discontinue all access to i-RAMS & i-RAC at any time. Without prejudice to any other rights, Digital Industries (Pty) Ltd may then hold, or terminate this licence agreement with immediate effect in the event that you are in material breach of any of these terms and conditions. Upon termination or suspension of this licence, you will immediately discontinue all use of the i-RAMS & i-RAC software and its content.
18. You agree that this i-RAMS & i-RAC licence agreement is governed by the laws of South Africa. You and Digital Industries (Pty) Ltd agree to submit to the jurisdiction of the Courts located within South Africa. You agree that the only version of the licence agreement which governs the arrangements between you and Digital Industries (Pty) Ltd regarding the i-RAMS & i-RAC software is the current English version.
19. If Digital Industries (Pty) Ltd does not exercise any right or provision in this Agreement, then this does not constitute any form of waiver. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, then notwithstanding this finding you and Digital Industries (Pty) Ltd agree that the court should endeavour to give effect to the intentions both of that provision and the full Agreement.
20. Nothing in this Licence agreement creates any form of partnership between the parties hereto, and neither party may purport to act on behalf of or to represent the other.
21. This Licence agreement forms a legally binding contract. If you do not accept all of these terms and conditions, then you will hold no licence to use i-RAMS & i-RAC. Digital Industries (Pty) Ltd reserves the right to amend or update this Licence Agreement from time to time, with any such amendments being posted at <https://www.iramscloud.com/>. You agree to accept any amended or updated terms following such posting by continuing to use i-RAMS & i-RAC. If you use an updated version of i-RAMS & i-RAC you accept the Digital Industries (Pty) Ltd Terms and Conditions which are then current.
22. You may not under any circumstances utilise a single login credential on multiple devices as the i-RAC volume license is restricted to the number of users as stipulated by the SLA. Failing to adhere to this clause will be considered a criminal offence and will be prosecuted as such. Stipulations as per clause 14 are applicable.