



Terms & Conditions 2021

i-RAMS
i-RAC

*Roads & Highways, a Business Unit of Digital Industries
Integrated Road Asset Management System
Integrated Road Asset Capturing*

BACKGROUND

- A. i-RAMS & i-RAC is software that has been created by Roads and Highways a Business Unit of Digital Industries (RAH a. B.U. DI) to be used worldwide.
- B. RAH a. B.U. DI specialises in Road Asset Management & Consulting Engineering Services. Manages roads for various Metro - , District – and Local Municipalities and is operational in 7 African Countries.
- C. RAH a. B.U. DI is a software development and professional consulting engineering company registered in South Africa (number 1980/003734/07). RAH a. B.U. DI was established in 1984, the original Roads & Highways evolved into a formidable proudly African capability in roads and highways undertaking many road project designs and implementations across Africa. Objectives relate to the promotion of safer road use and infrastructure in the public interest.
- D. RAH a. B.U. DI holds and administers the rights to use the i-RAMS & i-RAC software for general benefit. We want you to use i-RAMS & i-RAC and help make the world's roads safer to use.
- E. i-RAMS & i-RAC allows you to access content including mapping and tables of results which have been built from road inspections and assembled from surveys of many kinds. RAH a. B.U. DI is indebted to the data holders who have allowed the use of their data in i-RAMS & i-RAC which make this possible whether in governments, authorities, charities, automobile clubs, companies, research institutions, international treaty organisations, trade associations, or regional road assessment programmes including the Rural Road Asset Management program.
- F. For you to use i-RAMS & i-RAC, you must agree to the terms and conditions of this licence. This protects the interests of those that have given the content or background copyright material which is contained in i-RAMS & i-RAC and to keep safe the ongoing development of i-RAMS & i-RAC and RAH a. B.U. DI programme of professional work.

A valid software license pays for the costs of servers and other consumables that are required so that everyone can have access to i-RAMS & i-RAC. You will not be asked to pay anything for using i-RAMS & i-RAC if you are covered by a valid service level agreement. You may, however, be asked to renew an expired SLA if you are registered as the software administrator or power user.

THE USER LICENSEE AGREES

1. 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.
2. RAH a. B.U. DI 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
3. 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 applies 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 RAH a. B.U. DI 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.
4. Copyrights, Trademarks, design rights and all other intellectual property rights created by developing i-RAMS & i-RAC or in the i-RAMS & i-RAC content are held by and remains vested in RAH a. B.U. DI or in the third parties that have granted RAH a. B.U. DI rights to use their content or other intellectual property. You agree that this licence to use i-RAMS & i-RAC including its associated content grants you no right, title or interest in any intellectual property rights held by such third parties and/or by RAH a. B.U. DI.
5. You may not reproduce i-RAMS & i-RAC mapping, results or content outside the i-RAMS & i-RAC environment without the prior consent of RAH a. B.U. DI will endeavour to arrange appropriate permissions for you to reproduce such material if, in the sole judgement of RAH a. B.U. DI, you have a reasonable request for public interest purposes. Applications can be made by email to roads@eoh.com using the words APPLICATION TO PUBLISH i-RAMS & i-RAC MATERIAL in the subject heading and stating the name and address of the organisation applying to publish together with a short description of how the material requested might be published and for what purpose.
6. You must 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.
7. You must not copy or reverse engineer i-RAMS & i-RAC or its content in any way (in whole or part). You must not incorporate any or all of i-RAMS & i-RAC in any other device or system. You must not sell, loan, lease, sub-lease, modify or distribute any part of i-RAMS & i-RAC or its content.
8. You will send to RAH a. B.U. DI all results or other outputs generated from your use of the i-RAMS & i-RAC software and shall permit RAH a. B.U. DI to use and/or publish such results and outputs at RAH a. B.U. DI's discretion. You will also agree to consider sympathetically any reasonable request from RAH a. B.U. DI to help others working for a world free of high-risk roads in the public interest.
9. While RAH a. B.U. DI seeks to provide a reasonable quality of service in making i-RAMS & i-RAC available to you, such availability is not guaranteed.
10. Your use of i-RAMS & i-RAC for any purpose is entirely at your own risk. RAH a. B.U. DI 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. RAH a. B.U. DI, RAH a. B.U. DI Members, affiliates, directors, officers, employees, agents, contractors, donors, contributors and stakeholders (collectively the 'RAH a. B.U. DI family') 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.
11. RAH a. B.U. DI 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 RAH a. B.U. DI nor the RAH a. B.U. DI family will have any liability for any such inaccuracies, errors or omissions.
12. RAH a. B.U. DI may suspend or discontinue all access to i-RAMS & i-RAC at any time. Without prejudice to any other rights RAH a. B.U. DI may then hold, RAH a. B.U. DI may 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.
13. You agree that this i-RAMS & i-RAC licence agreement is governed by the laws of South Africa. You and RAH a. B.U. DI 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 RAH a. B.U. DI regarding the i-RAMS & i-RAC software is the current English version.

14. If RAH a. B.U. DI 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 RAH a. B.U. DI agree that the court should endeavour to give effect to the intentions both of that provision and the full Agreement.
15. 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.
16. 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. RAH a. B.U. DI 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 RAH a. B.U. DI Terms and Conditions which are then current.
17. You may not under any circumstances utilise a single login credential on multiple devices as the i-RAC volume license are 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.