

# Agreement for Evaluation of AASHTOWare® DARWin®

## A Computer Program for the Design and Analysis of Pavement Structures

The American Association of State Highway and Transportation Officials, Inc., with offices at 444 North Capitol Street, N.W., Suite 249, Washington D.C. 20001 (hereinafter, AASHTO), hereby loans to the organization named below (hereinafter, Agency), for the purpose of providing the Agency conditional no-license fee access to the proprietary DARWin® 3.1 computer software and related materials for evaluation purposes only.

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

The Agency named above desires to have access to AASHTOWare® DARWin to install, execute, and conduct an internal evaluation of the product; and AASHTO desires to provide such access to the Agency for this exclusive purpose with no license fee charged to the Agency.

The AASHTOWare® computer program DARWin is a proprietary product of AASHTO and is protected by Copyright Law. AASHTO retains title and ownership of the program and has authorized Applied Research Associates, Inc., (hereinafter, ARA) to grant license to use DARWin.

It is hereby agreed by and between the parties that for a period of 60 calendar days from shipment to the Agency, the following terms and conditions shall apply:

1. DARWin is owned by AASHTO and, as such, the Agency will ensure its security. The executable code for the currently supported release, appropriate installation instructions, and user documentation for DARWin, including limited support from ARA regarding problems encountered from such installation and use, will be supplied. No on-site support by AASHTO or ARA will be provided.
2. During the evaluation period, the Agency shall not incorporate results from DARWin into any finished production work associated with the business operations of the Agency.
3. The Agency agrees to install DARWin on a single machine at any one time and not provide or otherwise make DARWin available in any form to any person other than the Agency's designated personnel.

4. Within 10 days after the expiration of the 60-day evaluation period, unless otherwise agreed in writing, the Agency shall either:
  - a. Commit to license DARWin by so notifying ARA in writing. The Agency may retain the other DARWin materials and must execute the "Licensing Agreement for AASHTOWare® DARWin®" to be provided by ARA and make payment using the appropriate license fees.
  - b. Return all proprietary materials to ARA (freight prepaid) unless otherwise instructed by AASHTO or ARA in writing. Further, certify by letter to ARA that the Agency has returned all proprietary DARWin materials supplied by ARA, ceased using the product in any way, and destroyed any copies that were made of the documentation and executable code in any form on any media.
5. The Agency shall hold AASHTO and ARA harmless from any liability for any cause that may arise from the installation and use of DARWin during or resulting from this evaluation.

I hereby represent that I am duly authorized by the Agency to enter into this agreement. I have read this Agreement and accept the terms and conditions stated herein. (To be completed by authorized company personnel.)

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please designate a prime contact ("Designated Personnel") to receive the evaluation materials:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Send completed Evaluation Agreement to:

DARWin Sales  
ARA, Inc., Transportation Sector  
505 West University Ave.  
Champaign, IL 61820-3915  
tel.: 217-356-4500  
fax: 217-356-3088