

Supplement Licensing Agreement for AASHTOWare® DARWin®

Product Description

DARWin is a computer program that was developed in accordance with *AASHTO Guide for Design of Pavement Structures*. DARWin 3.1 operates in the Microsoft Windows®95/98/NT/2000 environment, thus taking advantage of Windows multitasking capabilities and excellent screen graphics to computerize the pavement design process based on the updated AASHTO design equations for both flexible and rigid pavements. DARWin 3.1 contains four modules:

- Flexible Structural Design.
- Rigid Structural Design.
- Overlay Design.
- Life Cycle Cost Analysis.

Options within each module permit the calculation of secondary features such as layer thickness, ESALs, resilient modulus, and effective modulus of subgrade reaction. DARWin also includes reinforcement, tie bars, and joint reservoirs. Material properties can be backcalculated from deflection testing data. DARWin can also be used to determine life cycle cost estimates and compare alternatives designs. Additional enhanced capabilities include the ability to display cross-sections, sensitivity analysis plots, and profile plots.

DARWin 3.1 offers many new features and improved functionality over DARWin 2.0, the most significant being the incorporation of both English and metric units. Other new features include enhanced project file management, combined material and pay item libraries, enhanced deflection data processing, and enhanced graphical outputs such as pavement cross sections, project cash flow diagrams, and pavement deflection profiles.

Although this program is simple enough to be operated by almost anyone, it cannot and should not take the place of the professional judgment of a pavement engineer. A thorough understanding of engineering fundamentals and principles associated with pavement design is essential to the proper application of DARWin.

System Requirements

The minimum hardware and software requirements needed to run DARWin are presented in the table below. In addition, a Microsoft mouse or other compatible pointing device is required. Although not needed to run DARWin, a printer that is compatible with Microsoft Windows can be used to generate hard copy output.

Minimum Requirements for DARWin 3.01	
Processor	IBM-compatible Pentium or higher
Operating System	Windows 95,98, 2000 or NT
Memory	32 MB RAM
Hard Disk	10 MB minimum free hard disk space
Disk Drive	CD-ROM drive
Graphics Card	VGA or higher resolution

License Type and Options

Several licensing types and options are available. Please answer the questions on the order form to ensure that you receive the appropriate license.

License Fee Options. DARWin is offered for licensing based on either a one-time fee or annual licensing option. Both are shipped with a software lock, and both include limited technical assistance. See the enclosed table entitled “DARWin 3.1 Licensing Options and Fees” for pricing information. Other terms and conditions governing the licensing of DARWin are contained in the section “Licensing and Ordering Procedures.”

Local versus Network License. A DARWin license may be purchased for individual computers (local license) or for a network. A local license allows a single user to use DARWin on a specific computer. A network license allows simultaneous multiple users, up to the number of users for the license purchased, to run DARWin from a network file server.

Educational License. Qualifying educational institutions can purchase the educational version of DARWin. This version includes all the features and functionality of the standard version but at a reduced cost. However, it cannot be used for commercial purposes. Education applicants must agree to the terms and condition on the order form.

Technical Assistance

The American Association of State Highway and Transportation Officials (Washington, DC), hereinafter called AASHTO, has contracted with Applied Research Associates, Inc., (Champaign, IL), hereinafter called ARA (the developer of all DARWin releases), to provide technical assistance to DARWin licensees. Technical assistance is available through several means, including a toll-free telephone support line, e-mail, and the Internet. This technical assistance will be limited to operation and direct application of DARWin program and provides for telephone access to ARA staff between the hours of 8:00 a.m. and 5:00 p.m. (Central Time), Mondays through Fridays except recognized holidays.

Technical assistance includes assisting the designated licensee’s user to properly install the product, to determine if there are any problems with the supplied program or documentation, and to provide general guidance in the use of the program and documentation. This technical assistance service is limited to the maximum of the hours of consultation and separate contacts initiated by the licensee’s designated user during the first 120 days after receipt of the product materials, as listed in the table below. Callback telephone calls or other such contacts will not be counted against the limit of the contacts.

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Maximum Technical Assistance Services		
No. of Users	Total Hours	No. of Calls
1	3	8
5	4	10
10	4	12
20	5	14
100	6	20

Technical assistance does not include any support related to interpretation or application of any edition of the *AASHTO Guide for Design of Pavement Structures*, nor does it include any support related to difficulties encountered by the licensee in attempting to modify the program. These services are considered totally outside the scope of this license agreement. The licensee may contract ARA for such services under a separate contract and fee arrangement, which is agreed, will not involve or obligate AASHTO in any way.

Licensing and Order Procedures

READ THE FOLLOWING TERMS AND CONDITIONS BEFORE ORDERING THE DARWin PROGRAM. Signing and returning the order form indicates your understanding and acceptance of the terms and conditions.

The AASHTOWare® computer program, DARWin, is a proprietary product of AASHTO and is protected by Copyright Law. AASHTO retains title to and ownership of the program and has authorized ARA to grant this license to use DARWin.

License. As a license, you may use the program and documentation on the number of computers licensed and make copies for backup purposes so long as all such copies clearly indicate that the software is owned by AASHTO and that the licensee acknowledges and observes all aspects of this license agreement.

In no event shall a licensee rent, see, give away, assign, or otherwise transfer in any form, any proprietary materials constituting the program or documentation or any parts thereof to another party that is not a part of the licensee's entity or organization as specified in this agreement.

License may not decompile, disassemble, or otherwise reverse engineer the program, or modify the program in any way without the prior written consent of AASHTO.

Warranty. If the DARWin software CD is defective, ARA will replace it at no charge if the defect is reported within 60 days from the date of receipt of the product materials.

AASHTO warrants that the program will perform in substantial compliance with the documentation supplied with the delivery of the DARWin package and makes no further warranties, expressed or implied, about its performance. If a licensee reports a significant defect in performance in writing, AASHTO or ARA will make its best efforts to correct the deficiency so that the program

conforms to the documentation within 90 days of such reporting.

If AASHTO or ARA is not able to correct a problem that is reported within 90 days of acquisition, the licensee may return all materials, including a written agreement that all copies of the program and documentation have been destroyed, and AASHTO or ARA will refund the one-time license fee.

License accepts the remedies described above as licensee's only remedies and recognizes that they will only be available if license has signed and agreed to all conditions of this license and order agreement.

IN NO EVENT WILL AASHTO OR ARA BE LIABLE TO THE LICENSEE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSEE'S INABILITY TO USE THE PROGRAM, EVEN IF AASHTO OR AN AUTHORIZED CONTRACT/AGENT OF AASHTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY OTHER PARTY. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE THIS LIMITATION MAY NOT APPLY.

Term

This agreement shall remain in force from the date of agreement until terminated, in accordance with the terms and procedures stipulated in the Master Agreement. For the annual-fee option, the license granted under this agreement is limited to the following period:

From: _____ to: 30 June, _____

For the one-time license option, this agreement shall remain in force until canceled. DARWin license may be canceled at any time by submitting a written request to AASHTO.

I have read the licensing agreement for AASHTOWARE DARWin and accept the terms and conditions stated therein.

Organization: _____

Address: _____

Name _____

Title _____

Signature _____

Date _____