

AASHTOWare® Pavement ME Design International Order Form (FY 2013) (Formerly Known as DARWin-ME)

Customer ID (ARA to complete) _____

Licensee Information

Name _____
Title _____
Organization _____
Address _____
City _____
State _____ Postal Code _____
Country _____
Phone _____ Fax _____
Email _____

Billing Information

Bill to same address as licensee
Name _____
Title _____
Organization _____
Address _____
City _____
State _____ Postal Code _____
Country _____

Which licensing fee option are you requesting?

- Individual Workstation (\$6,250.00 USD)
 Site License up to 9 concurrent users (\$25,000.00 USD)
 Site License up to 14 concurrent users (\$37,500.00 USD)
 Site License up to 20 concurrent users (\$50,000.00 USD)*

Note: The annual license period is from July 1 of one year to June 30 of the next year. If software is purchased after July 1, the first year license fee will be prorated and it requires a quote.

*Purchasers of the Site License for up to 20 concurrent users will have an option to increase the number of concurrent users for \$2000 USD each.

** Additional ARA services (e.g., specialized hands on training, customizing agency input data, loading user-defined climate data) are available on request. Contact ARA for price quote.

Submit order form, with payment, to:

ME Design International Sales
ARA, Inc.,
100 Trade Center Drive, Suite 200
Champaign, IL 61820
Phone: 1-888-443-2794, Fax: 217-356-3088
E-mail: MEDesignInt@ara.com
Website: <http://www.darwinme.org>

Payment Method

- Check (payable to ARA, Inc.)
 International money order (payable to ARA, Inc)
 Wire transfer (payable to ARA, Inc)
 Credit Card (MasterCard/Visa only)
Name of the Card Holder _____
Credit Card Number _____
Expiration Date _____

Software Fee

1. Software fee \$ _____
2. Additional service fee \$ _____
Total cost \$ _____

Ordering & Use Commitment

I have read the AASHTOWare® Pavement ME Design Licensing Agreement and accept the terms and conditions stated therein. I hereby place an order with Applied Research Associates, Inc. for the AASHTOWare® Pavement ME Design computer program, as describe in the Licensing Agreement.

Authorized Signature _____
Date _____

AASHTOWare® Pavement ME Design will be sold to business entities only, not to individuals. Further, AASHTO requires the end users of all AASHTO software products to complete and sign the license agreement form.

Licensing Agreement¹

AASHTOWare® Pavement ME Design

This licensing agreement is made on _____ day of _____, 20____, by and between the Applied Research Associates, Inc. (ARA) with offices at 100 Trade Centre Drive, Suite 200, Champaign, IL 61820, USA and the organization named below (LICENSEE), for the license and use of AASHTOWare® Pavement ME Design software product.

Licensee _____

Address _____

City _____

State/Province _____

Country _____

Postal Code _____

Product Description

AASHTOWare® Pavement ME Design (formerly DARWin-ME) is a computer program that was developed in accordance with the AASHTO MEPDG Manual of Practice. In addition to providing an accurate and comprehensive means of performing pavement designs, Pavement ME Design performs a wide range of analysis and calculations not available in other pavement design software. Pavement ME Design is also fast, easy to use, and can streamline many repetitive tasks within your organization. With its many customized features, Pavement ME Design will help simplify the pavement design process and result in improved, cost-effective designs.

System Requirements

The minimum hardware and software requirements needed to run AASHTOWare® Pavement ME Design are presented in the table next page.

Hardware Requirements

Machine	Minimum: 1.9GHz clock speed processor Recommended: dual processor
Memory	Minimum: 2GB of RAM

¹ AASHTOWare® Pavement ME Design software is licensed to organizations or agencies, not to private individuals. "Organizations" or "agencies" may be: a government unit that is an officially constituted or a designated office of a sovereign country's national, state, provincial or similar government, and with whom the U.S. Government does not prohibit issuing such licenses; a municipality; an educational institution and a private sector firm, company or corporation.

	Recommended: 4GB RAM or more
Monitor	Monochrome or color (preferred) monitor with display adapter supported by Windows® Minimum: 1024 × 768; Recommended: 1600 × 1200
Video Card	VGA or higher resolution graphics card
Hard Disk	Minimum: 500 MB free hard disk space Recommended: 5GB free hard disk space
Mouse	Microsoft or compatible mouse
Disk Drivers	Optional
Printers	A printer supported by Windows®

Software Requirements

Operating System (32 or 64-bit)	Windows XP SP3 Windows 7 SP1 Windows Vista SP2
Database	MS SQL Server 2005, 2008 Oracle 10g, 11g MS SQL Server Express 2008
Browser	Internet Explorer 7.0 Firefox 3.5
PDF Reader	Adobe Acrobat 10.0.1
Spreadsheet	Excel 2003
Library	Microsoft .NET Framework 3.5 SP1

Technical Assistance

Applied Research Associates, Inc. (ARA) is authorized to license the AASHTOWare® Pavement ME Design software product (product) to the international community and provide technical assistance to those LICENSEES by an agreement with AASHTO. Technical assistance is available through several means, including a toll-free telephone support line, email and the Internet. This technical assistance will be limited to operation and direct application of the AASHTOWare® Pavement ME Design. Telephone assistance from ARA is between the hours of 8:00 a.m. and 5:00 p.m. United States Central Time, Monday through Friday, except holidays.

Technical assistance includes assisting the licensee's user to properly install the product, to determine if there are any problems with the supplied product or documentation, and to provide general guidance in the use of the product and documentation. This technical assistance service is limited to a **maximum of eight (8) hours** of consultation and separate contacts initiated by the licensee's user. ARA calling back will not be counted against the eight (8) call limit.

Terms and Conditions

Please read the following terms and conditions carefully before ordering the AASHTOWare® Pavement ME Design product. Signing and returning the order form indicates your understanding and acceptance of these terms and conditions.

1. License Effective Period

This license agreement shall remain in force from the date of the agreement until terminated. For the annual fee option, the license granted by this agreement is limited to the following period:

From: _____ to: _____

2. Rights to AASHTOWare® Pavement ME Design Product

The AASHTOWare® Pavement ME Design product is a proprietary product of AASHTO and is protected by the United States Copyright Law. AASHTO retains title to and ownership of the AASHTOWare® Pavement ME Design. Source codes are not provided to the LICENSEE.

AASHTO retains all rights, title, and interest, including patents, copyrights, and trademarks in and to the AASHTOWare® Pavement ME Design products, including, but not limited to, any images, photographs, animations, video, audio, music, and text incorporated into the products and any copies of the products. AASHTO trademarks may be used only in the manner and form authorized by AASHTO. All rights not expressly granted under this agreement are reserved to AASHTO.

AASHTO will defend at its expense any action brought against the LICENSEE to the extent that it is based on a claim that the AASHTOWare® Pavement ME Design provided under this licensing agreement infringes a United States copyright or United States letters patent, or a trade secret.

AASHTO shall have no liability for any claim of copyright, patent or trade secret infringement made on: (1) use of other than the latest unmodified release of the materials from AASHTO if such infringement would have been avoided by use of the latest materials; or (2) use or combination of the licensed materials with non-AASHTO product or data if such infringement would have been avoided by use or combination of the licensed materials with other programs or data.

The foregoing states the entire liability of AASHTO with respect to infringement of any copyright, patent or trade secret by the AASHTOWare® Pavement ME Design or any part thereof, and AASHTO shall have no liability with respect to any other proprietary rights.

3. Use of AASHTOWare® Pavement ME Design Product

The LICENSEE can use the AASHTOWare® Pavement ME Design product and documentation on the number of computers licensed, and make copies for backup purposes so long as all such copies clearly indicate that the product is owned by AASHTO and that the LICENSEE acknowledges and observes all aspects of this license agreement. The original and any partial or complete copies of materials named hereunder shall be the property of AASHTO.

The LICENSEE shall be exclusively responsible for the supervision, management, and control of its use of the AASHTOWare® Pavement ME Design product provided under this agreement, including but not limited to: (1) assuring proper machine configuration, (2) establishing adequate backup plans for the software, and (3) implementing sufficient procedures to satisfy its requirements for security and accuracy of input, security of the output, proper execution of software, and accurate reproduction of output as well as restart, and recovery in the event of a malfunction. Any LICENSEE modifications to the products are the responsibility of the LICENSEE to maintain.

4. Confidentiality

LICENSEE acknowledges and agrees that the AASHTOWare® Pavement ME Design products licensed hereunder constitute proprietary and confidential materials of AASHTO. LICENSEE shall not provide or otherwise make available the products in any form to any person other than the LICENSEE's designated personnel and authorized contractors under this agreement, and shall take all reasonable steps to ensure that the content of the products is not disclosed to any unauthorized person or third party.

5. No Assignment

This agreement and the AASHTOWare® Pavement ME Design product may not be assigned, sublicensed, rented, leased, loaned or otherwise transferred by the LICENSEE. Any attempt to transfer any of the rights, duties, or obligations hereunder is null and void.

The LICENSEE agrees to notify ARA immediately of the unauthorized possession, use or knowledge of the AASHTOWare® Pavement ME Design product supplied under this agreement, by any person or organization not authorized to have such possession, use or knowledge. The LICENSEE shall promptly furnish full details of such possession, use or knowledge to ARA, and assist in preventing the recurrence of such possession, use or knowledge, and cooperate with ARA and AASHTO in any litigation against the third party deemed necessary by AASHTO to protect its proprietary rights. The LICENSEE's compliance with this term shall not be construed in any way as a waiver of ARA's and AASHTO's rights to recover damages or obtain other relief against the licensee for its negligent or intentional harm to AASHTO's proprietary rights, or for breach of contractual rights.

6. Reverse Engineering and Derivative Works

The LICENSEE shall not reverse engineer, decompile, or disassemble the AASHTOWare® Pavement ME Design product. The LICENSEE shall not make any derivative works based on the AASHTOWare® Pavement ME Design product.

7. NO Warranty

Except as expressly set forth in this agreement, the products hereunder are licensed "as is" and no warranties, either express or implied, are made with respect to the products, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, and ARA and AASHTO expressly disclaims all warranties not stated herein. The LICENSEE assumes the entire risk as to the quality and performance of the products.

ARA and AASHTO do not warrant that the functions contained in the software products will meet the LICENSEE's requirements or that the operations of the products will be uninterrupted or error-free. The LICENSEE also assumes responsibility for the selection of the products to achieve the LICENSEE's intended results, and for the installation, use and results obtained from the products.

8. Limitation of Liability

ARA and AASHTO shall not be liable for any damages whatsoever including, without limitation, direct, special, incidental, consequential, punitive, or indirect damages for personal injury, property loss, loss of business profits, business interruption, loss of business information, or any other pecuniary loss, arising out of, relating to, or based on the use of the products, even if AASHTO has been advised of the possibility of such damages. In any case, AASHTO's entire liability shall be limited to the amount actually paid by the LICENSEE for the products.

9. Agreement Termination

The rights granted to the LICENSEE under this license shall immediately terminate for the AASHTOWare® Pavement ME Design product at the end of the applicable license period in paragraph one. Unless the LICENSEE executes another agreement to license the product for an additional term, the LICENSEE shall immediately remove and destroy all copies of the product on LICENSEE's computer(s), return all CD ROMs, diskettes and all other forms of the product to and certify to ARA that all of the products have been destroyed or returned. All returns must be to the location from which they were originally shipped unless otherwise instructed by ARA.

The obligation to remove / destroy or return the products shall include the obligation to ensure that LICENSEE's authorized contractors and local governments using the AASHTOWare® Pavement ME Design product also comply with the requirements of this paragraph.

10. ARA Responsibility

The responsibility of ARA shall be (1) to make available to the LICENSEE all published modifications or updates made by AASHTO to the products provided to it for a period of 90 days after the effective date of this agreement. (2) to provide technical support not to exceed eight (8) hours as explained above.

11. Indemnification

Unless otherwise prohibited under applicable law, the LICENSEE shall hold harmless, indemnify, and defend ARA and AASHTO, and its officers, directors, employees and members, from and against any and all claims, losses, liabilities, judgments, interest and settlements, including reasonable attorney's fees and expenses, arising out of, or relating to the installation and use of the products.

12. Force Majeure

If the performance of any part of this agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, fire, riot, judicial or governmental action, labor dispute, act of God or other causes beyond the control of either party, the party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

13. Authorized Persons

The persons executing this Agreement do hereby declare, represent, acknowledge, warrant and agree that they are duly and fully authorized to execute this agreement so as to legally bind LICENSEE and AASHTO and ARA.

14. Enforceability

If any provision of this agreement is determined to be unenforceable or invalid under any applicable statute or rule of law, the remaining provisions of the agreement shall not be affected and shall remain in force and effect.

15. Amendments

This agreement constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this agreement. This agreement may not be amended or modified except in writing signed by both parties.

16. Governing Law

This license agreement shall be governed by the laws of the Washington, District of Columbia, United States.

Acceptance

Both parties accept the remedies described above as the only remedies and recognize that they will only be available if licensee has signed and agreed to all conditions of this license agreement and order form.

Licensee

Authorized Representative _____

Title of the Authorized Representative _____

Signature of Authorized Representative _____

Date _____

AASHTO

Signature of Authorized Representative _____

Jagannath Mallela, Project Manager, ARA, Inc.

Date _____