Licensing Agreement for ICPI's Permeable Design Pro™ Software

Product Description

The Permeable Design Pro™ software is a computer program that was developed by Applied Research Associates, Inc. (ARA) for the Interlocking Concrete Pavement Institute (ICPI) in accordance with the *1993 AASHTO Guide for Design of Pavement Structures* and the U.S. Federal Highway Administration program called Drainage Requirements in Pavements that address hydrological design. The program operates in the Microsoft Windows® environment to computerize the pavement design process based on the AASHTO 1993 design equations for flexible pavements and a water balance equation using Drainage Requirements in Pavements. Permeable Design Pro™ contains four modules:

- **Pavement Structure**
- **Structural Design**
- **Drainage Design**
- **Analysis.**

Options within each module permit the structural and drainage design of a permeable interlocking concrete block pavement. The user can design a low traffic volume pavement section by specifying pavement layer and material properties, anticipated traffic, and typical rainfall events by inputting a design storm. The analysis module allows the user to change or add design details and features such as subsurface drainage systems to assist in removing or delaying water from leaving the pavement section.

Although this program was designed to be operated by technical and non-technical people, it cannot and should not take the place of the professional judgment from a qualified professional pavement engineer. A thorough understanding of engineering fundamentals and principles associated with pavement design, stormwater hydrology and site hydraulics are essential to the proper application of the software.

System Requirements

The minimum hardware and software requirements needed to run Permeable Design Pro™ software are presented in the table below. In addition, a Microsoft mouse or other compatible pointing device is required.

Minimum Requirements for ICPI's Permeable Design Pro™	
Operating System	Windows Vista, 7 or 8
Memory	32 MB RAM
Internet	High speed internet connection
Hard Disk	40 MB minimum free hard disk space
Graphics Card	VGA or higher resolution

Technical Assistance

ICPI has contracted with ARA (the developer and owner of the software application), to provide technical assistance to licensees. Technical assistance is available through several means, including telephone, e-mail, and the internet. This technical assistance will be limited to operation and direct application of the software program and provides for telephone access to ARA staff between the hours of 8:00 a.m. and 5:00 p.m. (Eastern 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

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during the first 60 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.

Maximum Technical Assistance Services		
No. of Users	Total Hours	No. of Calls
1	1	2
5	2	4
10	3	6
20	4	8
100	5	10

Technical assistance does not include any support related to interpretation or application of any edition of the *AASHTO Guide for Design of Pavement Structures* or Drainage Requirements in Pavements, 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 contact ARA for such services under a separate contract and fee arrangement, which is agreed, will not involve or obligate ICPI in any way.

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Licensee shall not decompile, disassemble, or otherwise reverse engineer the program, or modify the program in any way without the prior written consent of ICPI or ARA.

Warranties

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Notwithstanding the above, if a Licensee reports a significant defect in performance in writing, ICPI or ARA will make reasonable commercial efforts to correct the deficiency so that the program conforms to the documentation within ninety (90) days of such reporting.

If ICPI or ARA are not able to correct a problem that is reported within ninety (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 or deleted, and ICPI will refund the one-time license fee.

Licensee 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.

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Hold Harmless

Licensee shall hold harmless, indemnify and defend ICPI and ARA and their respective officers, directors, employees, members, agents, representatives or contractors, from and against any and all claims, actions, losses, liabilities, judgments, interest and settlements, including reasonable attorneys' fees and expenses, arising out of or related to the use of the software program by the Licensee.

Successors and Assigns

This agreement shall be binding upon and shall inure to the benefit of the parties and each of their respective successors and permitted assigns.

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 the agreement. This agreement may not be amended or modified except in writing signed by authorized representatives of both parties.

I have read the Licensing Agreement for Permeable Design Pro™ software and ACCEPT the terms and conditions stated therein.