

AGREEMENT

For Educational Use of AASHTOWare® Products

Educational License Agreement Number EDU-069-27

IMPORTANT – PLEASE READ THE TERMS OF THIS EDUCATIONAL LICENSE AGREEMENT (the “Agreement”) CAREFULLY BEFORE INSTALLING, ACCESSING OR OTHERWISE USING THE SOFTWARE. By accessing or using the Software Products, APPLICANT signifies its assent to the terms of the Agreement. If you do not agree to these terms, you may not access or use the Software Products. AASHTO refers to the American Association of State Highway and Transportation Officials, Inc., with offices at 555 12th Street N.W., Suite 1000, Washington D.C. 20004. LICENSEE refers to the organization or individual accepting this Agreement and/or making use of the Software Products.

AASHTO reserves the right to make changes or modifications to the Software Products and this Agreement. Display of notice of changes on the Software Products or on the AASHTO website shall constitute effective notice on the day AASHTO places the changes, and LICENSEE’S continued use of the Software Products thereafter shall constitute its acceptance of such changes or modifications.

Organization/LICENSEE Name:	University of Illinois Urbana-Champaign
Address:	1205 Newmark CE Laboratory, 205 N. Mathews
City/State/Zip Code:	Urbana, IL 61801

Table 1: Software Products, License Periods and License fees under this Agreement:

Software Product	License Period	License Fee
AASHTOWare Pavement ME Design - Educational	July 1, 2026 through June 30, 2027	N/A

Definitions:

"Software Product" and "Software Products" shall mean the product(s) listed in Table 1 as described in the current AASHTOWare® Catalog (hereinafter, the "Catalog"), including all tools, files, programs, code, documentation, updates, upgrades and additions.

"Educational Organization" shall mean a university, college, graduate school, or vocational technical school.

"Educational Use" shall mean use in classroom teaching of students in a course offered by an Educational Organization . Educational Use shall not include use in connection with any commercial or business activity or application, any work for hire, research , graduate work or any activity for compensation, other than classroom teaching.

"Classroom Teaching" shall mean teaching in a physical classroom or laboratory environment at Licensee's facility and does not include on-line or remote access teaching or courses.

"License Period" shall mean the effective dates of the license(s) for the Software Product(s) stated in Table 1.

"Software as a Service Product" means a Software Product made available and hosted over the Internet."

TERMS

1. Educational Use License Availability. This license is available for Educational Organizations located within the jurisdiction of AASHTO Member Departments and Associate Members. The license is not offered to individuals.
2. Grant of License. AASHTO hereby grants, and LICENSEE accepts, a limited, nontransferable and nonexclusive license to use the Software Products for Educational Use only under the terms and conditions described herein. LICENSEE shall not authorize, permit or allow any other use of the Software Products. LICENSEE's rights under this Agreement are of a licensed user only and AASHTO shall remain the owner of Software Products at all times.
3. Support. AASHTO shall provide limited telephone support for the Software Product(s). No on-site support will be supplied. LICENSEE shall designate an employee or representative of LICENSEE who shall serve as the primary contact person on matters relating to the support of the Software Products.
4. License Fees. This Educational Use License is offered to qualified Licensees without cost.
5. Installation of Software. AASHTO shall provide a single copy of the Software Product(s) for installation on a computer owned by Licensee. Software Product(s) may not be installed onto personal computers or devices of students. Software as a Service Products are made available and hosted in accordance with the terms in the Catalog.
6. Use and Copying. Software Products may be accessed and used only by authorized teachers and students in the classroom. Software Products may not be copied, in whole or in part, in any form or media.
7. Term. The term of this Agreement for each Software Product shall be the applicable License Period set forth in Table 1.
8. Termination. The rights granted to LICENSEE under this license shall immediately terminate for each Software Product at the end of the applicable License Period. Unless LICENSEE executes another Agreement to license the Software Product(s) for an additional term, LICENSEE shall immediately remove and destroy all copies of the Software Product(s) on LICENSEE's computer and delete them from memory. LICENSEE shall return all other forms of the Software Product(s) to AASHTO, and certify to AASHTO that all of the Software Products(s) have been destroyed or returned. All returns must be to the location from which they were originally shipped unless otherwise instructed by AASHTO.

9. Defects. In the event there are defects in a Software Product, the LICENSEE shall provide written notice to AASHTO or its designated contractor with a detailed description of the defects. Defects will be addressed based on the priorities and procedures established by AASHTO.
10. Reverse Engineering. The LICENSEE shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software Product(s). Licensee shall not modify, adapt, translate or make derivative works based on the Software Product.
11. Catalog. Software Products available under this Agreement have been modified by AASHTO for Educational Use. Descriptions of Software Products available for licensing hereunder, including additional terms and restrictions of use, are set forth in the Catalog and incorporated by reference. AASHTO may modify or change the Catalog and add or remove Software Products from time to time at its sole discretion.
12. Protection and Security. LICENSEE acknowledges and agrees that the Software Products licensed hereunder constitute valuable proprietary and confidential materials of AASHTO. LICENSEE shall take all reasonable steps to ensure that only authorized teachers and students have access to and use the Software Product(s). LICENSEE agrees to notify AASHTO immediately of any unauthorized access, possession, or use of the Software Products(s) by any unauthorized person, organization or entity; take all necessary steps to prevent the recurrence of such unauthorized access, possession, or use; and cooperate with AASHTO in any litigation against third parties deemed necessary by AASHTO to protect its proprietary rights. LICENSEE's compliance with this paragraph shall not be construed in any way as a waiver of AASHTO's rights to recover damages or obtain other relief against LICENSEE.
13. Responsibilities of LICENSEE. LICENSEE shall be exclusively responsible for the supervision, management, and control of its use of the Software Product(s) provided under this Agreement, including but not limited to: (1) assuring proper machine configuration, (2) establishing adequate backup plans for the Software Product(s), 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.
14. Transfer. This Agreement and the Software Products licensed hereunder may not be assigned, sublicensed, rented, leased, loaned or otherwise transferred by the LICENSEE without prior written consent from AASHTO. Any attempt to transfer any of the rights, duties, or obligations hereunder is null and void.
15. Reservation of Rights and Ownership. AASHTO retains all rights, title, and interest, including patents, copyrights, trademarks and all other intellectual property rights in and to the Software Products (including, but not limited to, any images, photographs, animations, video, audio, music, and text incorporated into the Software Products) and any copies of the Software 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.
16. Warranty. THE SOFTWARE PRODUCTS HEREUNDER ARE LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AASHTO EXPRESSLY DISCLAIMS ALL WARRANTIES TO THE MAXIMUM EXTENT PERMITTED UNDER LAW. LICENSEE ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE PRODUCTS.

AASHTO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE PRODUCTS WILL MEET THE LICENSEE'S REQUIREMENTS OR THAT THE OPERATIONS OF THE SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. THE LICENSEE ALSO ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE PRODUCTS TO ACHIEVE THE LICENSEE'S INTENDED RESULTS, AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE PRODUCTS.

17. Limitation of Liability. AASHTO SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, PERSONAL INJURY LOSS, 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 SOFTWARE PRODUCTS, EVEN IF AASHTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES
18. Hold Harmless. Unless otherwise prohibited under applicable law, LICENSEE shall hold harmless, indemnify, and defend AASHTO, and its officers, directors, employees and members, from and against any and all claims, losses, liabilities, judgments, interest and settlements, including reasonable attorneys fees and expenses, arising out of, or relating to the installation and use of the Software Products.
19. Purchase Orders. In the event of any conflict between the terms and conditions of this Agreement and terms and conditions of any subsequent purchase order, the terms and conditions of this Agreement shall control.
20. Headings. The captions and headings are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.
21. 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.
22. 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.
23. Remedies. In the event of a breach of this Agreement by LICENSEE, AASHTO shall be entitled to any remedies available under law, including, but not limited to, an immediate injunction in a Court of competent jurisdiction to specifically enforce this Agreement.
24. Waiver. A waiver of any term, provision or condition of this Agreement shall not be deemed a continuing waiver of any such term, provision or condition. No waiver shall be valid or binding unless agreed to in writing and signed by authorized representatives of AASHTO and the LICENSEE.
25. Drafting. Each party agrees and acknowledges that no presumption or inference shall be made or drawn against the drafter or drafter(s) of this Agreement.

26. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and each of their respective successors assigns.
27. 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.
28. 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.
29. Governing Law. This Agreement shall be governed by the laws of the District of Columbia.

For AASHTO:

Name: Jim Tymon

Signature: 

Title: Executive Director

Date: 08/03/2026

For the LICENSEE:

Name: Imad L. Al-Qadi

Signature: 

Title: Professor

Date: 8/3/2026

LICENSEE hereby designates the following person to serve as the primary contact person on matters relating to the support of the Software Products as described herein:

Name: Johann Cardenas Huaman

Title: Grad. Assistant

Address: UIUC

Telephone/Fax

E-Mail johannc2@illinois.edu