

MACH Sub-User's Agreement

Wisconsin Department of Transportation

(August, 2018 version)

This Mobile Architecture for Communications Handling ("MACH") Sub-User's Agreement ("Agreement") is entered into by and between the Wisconsin Department of Transportation, an agency of the State of Wisconsin, with principal offices at 4822 Madison Yards Way, Madison, WI 53705-9100 ("Sublicensee") and the _____ (Agency Name), an agency of the State of Wisconsin, with principal offices at

(Agency Address) ("Sub-User").

MACH is software owned by Technology Enterprise Group, Inc., a Pennsylvania corporation having its principal offices at 1244 Perry Highway, Portersville, PA 16051 ("Licensor"). MACH is licensed by Licensor for use to the Iowa Department of Transportation, having its principal offices at 800 Lincoln Way, Ames, IA 50010 ("Sublicensor") for its use as governed by a MACH Server License Agreement effective May 1, 2016 ("License Agreement") that is included as Attachment 1 and incorporated by reference into this Agreement. This Agreement is also governed by the Sublicensing Agreement between the State of Iowa and the State of Wisconsin effective March 22, 2018 ("Sublicense Agreement"), and is included as Attachment 2 and incorporated by reference into this Agreement. It is the intent of the Licensee that MACH be distributed only to other Wisconsin state or local government public safety entities or Wisconsin Freeway Service Teams for any official purpose within the purview of a public safety agency, as allowed by and under the provisions of Section 6.3 of Attachment 2.

The parties agree that the following terms and conditions apply to the Sublicensee's provision of MACH to the Sub-User:

1. **Use.** Sublicensee permits Sub-User the use of MACH for any official purpose within the purview of the public safety agency. Sub-user acknowledges that this is a nonexclusive, nontransferable, royalty free license to use MACH in accordance with the applicable terms and conditions of this Agreement and of Attachments 1 and 2.
2. **Term.** Use of MACH may occur only during the term of the Sublicense Agreement (Attachment 2) between Sublicensor and Sublicensee.
3. **Fee.** Sub-User will provide Sublicensee with the number of, serial numbers of, and payment for, any Online GPS Equipped Computers for which Sub-User makes use of or intends to make use of, within fifteen (15) calendar days from the start of such use. Sub-User shall continue to report the number of Online GPS Equipped Computers to Sublicensee, as requested by Sublicensee. Sub-User shall pay Sublicensee the online GPS Fee of \$12 per year for each computer equipped to receive a global positioning system signal with which the Online GPS Feature is used or is intended to be used, as required under Secs. 5.6 and 6.3(c) of the Sublicense Agreement (Attachment 2).

4. End of Use. Sub-User must immediately prohibit removed, terminated or transferred users from accessing or using MACH. Sub-User must immediately remove the MACH software and all associated data from any computers or other devices when such devices are removed from service, repurposed or reassigned. Sub-User shall notify Sublicensee within fifteen (15) days upon the removal, termination, or transfer of a user or removal, repurposing or reassigning of a computer to end access to MACH as described above.
5. Software Installation and Maintenance. In no event shall Licensor have an obligation under this Agreement to provide direct support to Sub-User. Any requests for modification of the MACH software shall be made to Sublicensee. Sublicensee shall refer all requests for modification to Sublicensor.
6. Effective Date. This Agreement becomes effective when signed by both parties and continues until terminated, in writing, by either party's authorized representative.
7. Limitation of Liability. In no event shall Licensor, Sublicensor, or Sublicensee be liable for any damages whatsoever (including, without limitation, indirect, incidental, special, or consequential damages, including lost profits, business interruption, loss of information, or other loss) arising out of this Agreement or Sub-User's use or inability to use the Licensed Software, even if Licensor, Sublicensor, or Sublicensee have been advised of the possibility of such damages.
8. Governing Law. If not otherwise resolvable, the laws of Wisconsin will apply to all disputes arising under this Agreement; to the extent such application is consistent with and does not interfere with the relationship of the Sublicensor and Sublicensee and the applicability of Iowa law to the Sublicense Agreement between those parties (Attachment 2).
9. Confidentiality. As provided in section 10 of the Sublicense Agreement, Sublicensee represents, and Sub-User acknowledges, that the MACH Software contains trade secrets of Licensor, including, without limitation, algorithms, methods, and structure and design elements. Such trade secrets are entrusted to the Sub-User only for use as expressly provided in this Agreement. Sub-User agrees to hold all Licensor's trade secrets in confidence. Under no circumstances may Sub-User decompile, reverse engineer, or "unlock" (as the term is generally used in the industry) the MACH Software.
10. Disclaimer of Warranties. The MACH software is provided "as is" and "with all faults" without any warranty of any kind, express or implied, including but not limited to, warranties of noninfringement, performance, merchantability, or fitness for a particular purpose. Sub-User is responsible for the selection of the MACH software to achieve its intended purpose, use of the Licensed Software, and the results obtained.
11. Suspension of Use. This Agreement shall be suspended, without recourse, by Sublicensee whenever Sublicensee determines Sub-User is in violation of the terms of the Sub-User Agreement, or whenever Sublicensee is advised by Sublicensor that Sub-User's use violates the original Sublicense Agreement (Attachment 2) or License Agreement (Attachment 1).

12. Revision of Terms. The Sublicensee reserves the right to alter in writing by a duly authorized representative the terms of this Agreement. New terms will go into effect automatically sixty (60) days after the Sub-User has been notified.

13. Termination. This Sub-User Agreement may be terminated as follows:

- a. By the Sub-User at any time; or
- b. By the Sublicensee:
 - i. For breach or nonperformance by Sub-User of any material term or condition of this Agreement.
 - ii. If the Sublicensee decides to discontinue use of the MACH software by state or local government public safety entities.

Upon termination of this Agreement, Sub-User shall cease using the MACH Software, and promptly return to Sublicensee all copies of the MACH Software, documentation, or other information provided by this agreement, including any modifications, or certify, in writing, that all materials have been destroyed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly and duly authorized officers or representatives:

Sublicensee:

Sub-User:

Wisconsin Department of Transportation

(Agency Name)

(Agency Name)

(Authorizing Official Signature)

(Authorizing Official Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)