

APPENDIX 1

MACH SUBLICENSE AGREEMENT

This SUBLICENSE AGREEMENT ("Sublicense Agreement") shall be effective on March 22, 2018, ("Effective Date") and is by and between Iowa Department of Transportation, having its principal offices at 800 Lincoln Way, Ames, IA 50010 ("Sublicensor") and:

Name: Wisconsin Department of Transportation Division of State Patrol

Type of Entity: State Government

Address of Principal Office: 4822 Madison Yards Way, 9th Floor South, Madison, WI 53705-9100  
("Sublicensee").

**RECITATIONS**

1. Sublicensor is the organizer of and Sublicensee belongs to an organization of a consortium of United States and Canadian governmental entities known as the "National Model for the Statewide Application of Data Collection and Management Technology to Improve Highway Safety" ("National Model").
2. Sublicensor is licensed under the attached license agreement and its amendments ("License Agreement"), which is incorporated herein by reference in its entirety, by Technology Enterprise Group, Inc., ("Licensor") to sublicense the use of certain software known as "Mobile Architecture for Communications Handling software" which is also known by the abbreviation "MACH" and includes a Computer Aided Dispatching module, a version that operates on Apple iOS devices, a version that operates on Android devices, and documentation for that software (collectively "Licensed Software") to other members of the National Model.
3. Sublicensor is licensed under the License Agreement to sublicense the use of the mark "MACH" ("Licensed Mark") on or in conjunction with the Licensed Software to other members of the National Model.
4. Sublicensor desires to grant to Sublicensee, and Sublicensee desires to receive, a nonexclusive, nontransferable license to use the Licensed Software and the Licensed Mark.

In furtherance of the above-stated desires, and intending to be bound, Sublicensor and Sublicensee agree as follows:

**Section 1: Definitions**

- 1.1 Effective Date: A term which refers to the date set forth in the preamble of this Sublicense Agreement when that date becomes the commencement date of this Sublicense Agreement

under Section 7.1 herein.

- 1.2 Custom Upgrade: A modification of the Licensed Software provided by Licensor at Sublicensee's request under Section 11.2 herein.
- 1.3 Executable Copy: A term referring to the MACH Client Program, MACH Computer Aided Dispatching Module, MACH Server Files, MACH Server Tool Files, SQL Server Stored Procedures and Database Scripts, MACH for iOS App, MACH for Android App, and MACH BOT Interface Files. Executable Copy does not include any MACH related source code.
- 1.4 Key Mechanism: A term referring to a software key for activating the Licensed Software. A temporary Key Mechanism may be configured to become inoperable within ninety (90) calendar days of issuance. A sustaining Key Mechanism will keep the Licensed Software active at least until the end of the term of this Sublicensing Agreement or until the end of the term of renewal of this Sublicensing Agreement for which it was issued.
- 1.5 License Agreement: A term referring to the agreement dated January 1, 2010 between Licensor and Sublicensor in which Licensor as owner of the Licensed Software and the Licensed Mark granted to Sublicensor the right to sublicense use of the Licensed Software and the Licensed Mark to other members of the National Model, that agreement being appended to and incorporated in whole by reference herein.
- 1.6 Licensed Mark: A term which refers to the "MACH" mark when that mark is used on or in conjunction with the Licensed Software.
- 1.7 Licensed Software: A term referring collectively to certain software owned by Licensor known as "Mobile Architecture for Communications Handling" which includes a Computer Aided Dispatching module, a version that operates on Apple iOS devices, a version that operates on Android devices, and documentation for that software.
- 1.8 Licensed Items: A term collectively referring to the Licensed Mark and the Licensed Software.
- 1.9 Licensor: A term referring to Technology Enterprise Group, Inc.
- 1.10 National Model: A term which refers to an organization consisting of a consortium of United States and Canadian governmental entities known as the "National Model for Statewide Application of Data Collection and Management Technology to Improve Highway Safety."
- 1.11 Online GPS Equipped Computer: A term which refers to computers having GPS signal receivers which are used in conjunction with the Online GPS Feature of the Licensed Software.

- 1.12 Online GPS Feature: A term which refers to the online global positioning system feature of the Licensed Software.
- 1.13 Online GPS Fee: A term which refers to the amount to be paid by Sublicensee to Sublicensor under Section 5.2 herein for the use of the Online GPS Feature.
- 1.14 Other Entity: A term which refers to a state, provincial, or local government public safety entity within Sublicensee's state or province which Sublicensee may permit to use the Licensed Items according to Section 6.3 herein.
- 1.15 Person: A term which includes a natural person (a human being) and a juristic person (e.g., a corporate or governmental entity).
- 1.16 Renewal Date: A term referring to the date on which a renewal term of this Sublicense Agreement commences.
- 1.17 Standard Upgrade: Modification of the Licensed Software provided by Licensor at Licensor's own initiative under Section 11.1 herein.
- 1.18 Sublicense Agreement: The instant document.
- 1.19 Sublicense Royalty: A term referring to the payment due to be paid to by Sublicensee to Sublicensor for the benefit of Licensor for Sublicensee's right to use the Licensed Items.
- 1.20 Support: A term referring to the assistance that Licensor or Sublicensor shall provide with regard to keeping the Licensed Software operational and is limited to assistance that is provided by telephone, email, and other electronic communications and excludes on-site assistance by Licensor or Sublicensor.

## **Section 2: License Grant**

- 2.1 Sublicensor grants to Sublicensee, subject to the terms and conditions of this Sublicense Agreement, a nonexclusive, nontransferable license to use the Licensed Software within the geographic region identified in Section 2.3 herein during the term of this Sublicense Agreement and any renewal term thereof.
- 2.2 Sublicensor grants to Sublicensee, subject to the terms and conditions of this Sublicense Agreement, a nonexclusive, nontransferable license to use the Licensed Mark on and in conjunction with the Licensed Software within the geographic region identified in Section 2.3 herein during the term of this Sublicense Agreement and any renewal term thereof.
- 2.3 The licenses granted under Sections 2.1 and 2.2 herein shall be for geographical region defined by the boundaries of the State of Wisconsin.

### **Section 3: Ownership**

3.1 This Sublicense Agreement shall not be construed to convey to, transfer to, or vest in Sublicensee or any other person any interest in the ownership of the Licensed Software or the Licensed Mark.

3.2 In the event that Sublicensee or any other person uses the Licensed Mark as permitted under this Sublicense Agreement, such use shall inure exclusively to the benefit of Licensor's rights in the Licensed Mark.

### **Section 4: Sublicensing**

4.1 Sublicensee shall not sublicense the Licensed Items.

### **Section 5: Payments**

5.1 Sublicensee shall pay to Sublicensor for the benefit of Licensor a royalty in the amount described in Section 5.5 herein ("Sublicense Royalty") on or prior to the due date set forth in Section 5.3 herein in payment for its rights to use the Licensed Items during the term of this Sublicense Agreement.

5.2 In the event that Sublicensee makes use of the global positioning system feature of the Licensed Software ("Online GPS Feature"), Sublicensee shall pay to Sublicensor for the benefit of Licensor, in addition to the Sublicense Royalty, the amount described in Section 5.7 herein ("Online GPS Fee") for each computer equipped to receive a global positioning system signal with which the Online GPS Feature is used or intended to be used ("Online GPS Equipped Computer"). In the event that the number of Sublicensee's Online GPS Equipped Computers increases after the Effective Date, the Online GPS Fee for each such additional computer shall be prorated with regard to the number of months left in the term of this Sublicense Agreement from the first day of the calendar month in which the computer was added.

5.3 The due date for payment of the initial Sublicense Royalty and the Online GPS Fee shall be thirty (30) calendar days after the Effective Date of this Sublicense Agreement. In the event that the number of Online GPS Equipped Computers increases after that date, the due date for the Online GPS Fee with regard to the additional number of Online GPS Equipped Computers shall be thirty (30) calendar days after the date on which the increase occurred.

5.4 In the event that this Sublicense Agreement is renewed in accordance with Section 7.2 herein:

- a) Sublicensee shall pay to Sublicensor for the benefit of Licensor a Sublicense Royalty in the amount described in Section 5.6 herein on or prior to the due date set forth in Section 5.4(c) herein in payment for its rights to use the Licensed Items during the

renewal term of this Sublicense Agreement.

- b) Sublicensee shall pay to Sublicensor for the benefit of Licensor, in addition to the Sublicense Royalty, an Online GPS Fee(s) in the amount described in Section 5.7 herein for each Online GPS Equipped Computer on or prior to the due date set forth in Section 5.4(c) herein. In the event that the number of Sublicensee's Online GPS Equipped Computers increases after the relevant Renewal Date, the Online GPS Fee for each such additional computer shall be prorated with regard to the number of months left in the renewal term from the first day of the calendar month in which the computer was added.
- c) The due dates for payment of the Sublicense Royalty and Online GPS Fee for any renewal term shall be the same as set forth in Section 5.3 herein with the then current Renewal Date being substituted in that Section for the Effective Date; and
- d) Sublicensor may amend either or both of the Sublicense Royalty and the Online GPS Fee for the renewal term by giving Sublicensee notice of the amended Sublicense Royalty and/or Online GPS Fee at least thirty calendar (30) days prior to the termination date of the then current term, and the amended Sublicense Royalty and/or Online GPS Fee shall become effective on the Renewal Date of the renewal term; *however*, in the event that Sublicensor does not provide such notice of an amendment, the Sublicense Royalty and Online GPS Fee shall be the same for the renewal term as they had been for the immediately previous term.

5.5 The Sublicense Royalty shall be \$92,000.00 U.S. dollars, provided that the Effective Date of this Sublicense Agreement is prior to May 10, 2017. If the Effective Date is on or after May 10, 2017, the Sublicense Royalty amount shall be the same as the then-current Royalty amount under Section 5 of the License Agreement.

5.6 The Sublicense Royalty for any renewal term of this Sublicense Agreement shall be the same as the then-current Royalty amount under Section 5 of the License Agreement.

5.7 The Online GPS Fee shall be the same as the then-current Online GPS Fee under Section 5 of the License Agreement.

#### **Section 6: Use of Licensed Items**

6.1 Sublicensee may use the Licensed Software for any official purpose within the purview of a public safety agency.

6.2 Sublicensee may use the Licensed Mark only on or in conjunction with its use of the Licensed Software. All uses of the Licensed Mark by Sublicensee shall inure to the benefit of Licensor's rights in the Licensed Mark, and Licensor shall have the right to review Sublicensee's use of the Licensed Mark from time to time to insure that such use maintains

the trademark integrity of the Licensed Mark by using it properly as a trademark and only in association with the Licensed Software.

6.3 Sublicensee may permit any other state, provincial, or local government public safety entity within Sublicensee's state or province ("Other Entity") to use the Licensed Items for any official purpose within the purview of a public safety agency. For the purposes of this Sublicense Agreement only, Other Entity may also include Wisconsin Freeway Safety Teams but only while conducting official provisioned state government business. In the event Sublicensee permits an Other Entity to use the Licensed Items:

(a) The terms of this Sublicense Agreement shall apply to the Other Entity's use of the Licensed Items;

(b) Such use by the Other Entity may occur only during the term of this Sublicense Agreement or during the term of a renewal term of this Sublicense Agreement;

(c) In the event the Other Entity makes use of the Online GPS Feature, the number of Online GPS Equipped Computers for which the Other Entity makes use of and intends to make use of the Online GPS Feature shall be included in the calculation of the Online GPS Fee that Sublicensee is to pay under Section 5 herein.

(d) Sublicensee shall be responsible to Sublicensor for an Other Entity's compliance with the terms and conditions of this Sublicense Agreement, except that neither Sublicensee nor the Other Entity shall be required to pay a Sublicense Royalty to Licensor for the Other Entity's use of the Licensed Items.

(e) All use by an Other Entity of the Licensed Mark shall inure exclusively to the benefit of Licensor's rights in the Licensed Mark.

(f) Any and all requests for support by an Other Entity to install, maintain, or use the Licensed Software shall be directed to Sublicensee. In no event shall Licensor have an obligation under this Sublicense Agreement to provide direct support to an Other Entity.

(g) Sublicensee shall not charge any Other Entity any fee or payment of any kind for use of the Licensed Items without the express written permission of Sublicensor.

## **Section 7: Duration, Renewal, and Termination**

7.1 Upon the execution of this Sublicense Agreement by both of the parties, this Sublicense Agreement shall be deemed to commence, or to have commenced, on the Effective Date, regardless of the actual date(s) of the parties' executions hereof, so long as the latest execution by a party is no more than sixty (60) calendar days after the Effective Date. Once commenced, this Sublicense Agreement shall continue for one year from the Effective Date unless, according to the terms set forth herein, this Sublicense Agreement is either (a)

terminated sooner, or (b) renewed.

7.2 This Sublicense Agreement shall automatically renew for additional terms of one year each, unless a party gives the other party thirty (30) calendar days notice that this Sublicense Agreement shall terminate at the end of the then current term, in which case this Sublicense Agreement shall so terminate.

7.3 Either party may terminate this Sublicense Agreement at any time by giving the other party written notice of the intended termination date no less than thirty (30) calendar days in advance of that intended termination date.

7.4 If either Sublicensor or Sublicensee commits a material breach of this Sublicense Agreement (other than a breach of Section 9.10 herein), and such breach is not cured within thirty (30) calendar days after the date on which notice of the breach is sent to the breaching party by the nonbreaching party, the nonbreaching party shall have the right to terminate this Sublicense Agreement upon providing a further thirty (30) calendar days notice of termination to the breaching party.

7.5 In the event that Sublicensee breaches Section 9.10 herein, this Sublicense Agreement shall be deemed to have terminated as provided in that section.

7.6 Termination for any reason shall not release either Sublicensor or Sublicensee from any obligation which arose from this Sublicense Agreement prior to such termination, including, but not limited to, payment of any Sublicense Royalty and/or Online GPS Fee pursuant to Section 5 herein, unless otherwise agreed to in a writing signed by both parties; *however*, if the termination is due to Sublicensor giving notice of termination in accordance with Section 7.3 herein, then the Sublicense Royalty (but not the Online GPS Fee) will be prorated to account for the early termination and Sublicensor shall return to Sublicensee, no later than thirty (30) days after the actual termination date, any Sublicense Royalty amount it received from Sublicensee that is in excess of the prorated Sublicense Royalty.

7.7 The provisions of Section 10 herein (concerning confidentiality) shall survive termination of this Sublicense Agreement.

7.8 Upon termination of this Sublicense Agreement for any reason:

- a) all rights granted to or otherwise acquired by Sublicensee under this Sublicense Agreement shall terminate and immediately revert to Sublicensor;
- b) Sublicensee shall immediately discontinue all use of the Licensed Items;
- c) Sublicensee shall immediately cause all Other Entities using the Licensed Items in accordance with Section 6.3 herein to immediately stop all use of the Licensed Items; and

- d) Sublicensee shall:
  - (i) destroy all or part of the Licensed Software in its possession or control or in the possession and control of an Other Entity per Section 6.3 herein and provide Sublicensor with written confirmation of such destruction signed by Sublicensee; and
  - (ii) return to Sublicensor all Licensed Software in its possession or control or in the possession and control of an Other Entity per Section 6.3 herein which have not been destroyed.
- e) All unpaid payments under this Sublicense Agreement shall become immediately due.

7.9 Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, Sublicensor shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

- a) Adequate funds are not appropriated or granted to allow the Sublicensor to operate as required and to fulfill its obligations under this Agreement.
- b) Funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Sublicensor to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Sublicensor in its sole discretion; or
- c) Sublicensor's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; or
- d) Sublicensor's duties, programs or responsibilities are modified or materially altered; or
- e) If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Sublicensor's ability to fulfill any of its obligations under this Agreement.

## **Section 8: Sublicensor's Obligations**

8.1 In accordance with or addition to any obligation set forth elsewhere in this Sublicense Agreement, Sublicensor shall have the obligations set forth in this Section 8.

8.2 Sublicensor shall have Licensor provide Sublicensee with a device for activating the Licensed Software ("Key Mechanism") and MACH Web Services Application Files, SQL Server 2008 Database Scripts, and MACH Server Setup and Maintenance Application Files: ("Executable Copy"). At Sublicensor's sole discretion, Sublicensor may have Licensor provide to Sublicensee a temporary Key Mechanism prior to receiving from Sublicensee the payments



due under Section 5 herein. However, upon receiving from Sublicensee the payments due under Section 5 herein, Sublicensor shall have Licensor provide Sublicensee with a sustaining Key Mechanism within ten (10) calendar days of receiving such payment, except that if a temporary key was provided prior to receiving such payment, Sublicensor shall have Licensor provide Sublicensee with a sustaining Key Mechanism no later than the time when the temporary Key Mechanism becomes inoperable.

8.3 Sublicensor shall have Licensor provide technical support by telephone and email to assist Sublicensee to install, maintain, and use the Licensed Software.

8.4 In the event that Sublicensee permits an Other Entity to use the Licensed Software in accordance with Section 6.3 herein, Sublicensor shall have Licensor provide each such Other Entity with a Key Mechanism and an Executable Copy.

8.5 In the event that Sublicensor receives credible information from a third party that use of the Licensed Software or the Licensed Mark infringes its rights, Sublicensor shall promptly give notice of that information to Sublicensee.

8.6 In the event that Sublicensor desires to amend either or both of the Sublicense Royalty and Online GPS Fee for a renewal term as permitted under Section 5.4 herein, Sublicensor shall give Sublicensee notice of the amended Sublicense Royalty and Online GPS Fee for the renewal term at least thirty ((30) calendar days prior to the termination date of the then current term.

8.7 With regard to the Key Mechanisms described in Sections 8.2 and 8.4 herein, Sublicensor shall have the obligation of providing valid Key Mechanisms throughout the initial term and any renewal terms of this Sublicense Agreement.

#### **Section 9: Sublicensee's Obligations**

9.1 In accordance with or addition to any obligation set forth elsewhere in this Agreement, Sublicensee shall have the obligations set forth in this Section 9.

9.2 Sublicensee shall pay to Sublicensor the fees described in Section 5 herein in the manner and at the times specified in that section.

9.3 Sublicensee shall make no use of the Licensed Items other than is permitted in Section 6 herein.

9.4 Sublicensee shall protect the confidentiality of the Licensed Software in the manner described in Section 10 herein.

9.5 Sublicensee shall not sublicense the Licensed Items or permit any one to use the Licensed Items except in the manner permitted by Section 6.3 herein.

9.6 Sublicensee shall maintain an accurate record of the number of Online GPS Equipped Computers referenced in Section 5 herein and shall report that number to Licensor and to Sublicensor prior to or on the Effective Date and once every sixty (60) calendar days thereafter during the term of this Sublicense Agreement and any renewal terms of this Sublicense Agreement.

9.7 Upon termination of this Sublicense Agreement for any reason, Sublicensee shall act in accordance with § 7.8 with regard to the Licensed Items.

9.8 In the event that Sublicensee receives credible information from a third party that use of the Licensed Software or the Licensed Mark infringes its rights, Sublicensee shall promptly give notice of that information to Sublicensor.

9.9 In the event that Sublicensee allows an Other Entity to use the Licensed Items in accordance with Section 6.3 herein:

a) In the event that Sublicensee receives notice from Licensor, Sublicensor, or a third party of information that use of the Licensed Software or the Licensed Mark infringes the third party's rights, Sublicensee shall promptly give notice of that information to each such Other Entity.

b) For each Other Entity, Sublicensee shall maintain an accurate record of the number of Online GPS Equipped Computers and shall report that number to Sublicensor and to Licensor prior to or on the Effective Date and once every sixty (60) calendar days thereafter during the term of this Agreement and any renewal terms of this Sublicense.

c) Agreement and include in the calculation of the Online GPS Fee that Sublicensee is to pay under Section 5 herein the number of such Online GPS Equipped Computers.

9.10 Sublicensee shall remain a member of the National Model during the term and any renewal term of this Sublicense Agreement. In the event that Sublicensee breaches this requirement, this Sublicense Agreement shall terminate on the day on which Sublicensee's membership in the National Model ends.

## **Section 10: Confidentiality**

10.1 Sublicensor represents, and Sublicensee acknowledges, that the Licensed Software contains trade secrets of Licensor, including, without limitation, algorithms, methods, and structure and design elements. Such trade secrets are entrusted to Sublicensee only for use as expressly authorized by Section 6 herein. Sublicensee and any third party the Sublicensee enters into agreement with agree to hold all Licensor's trade secrets in confidence. Under no circumstances may Sublicensee, or any third party Sublicensee enters into an agreement with, decompile, reverse engineer, or "unlock" (as the term is generally used in the industry) the Licensed Software.

## **Section 11: Modification of Licensed Software**

- 11.1 Sublicensee shall not modify or cause or permit any other person to modify the Licensed Software without the written express approval of Licensor. Licensor may, at its own discretion, modify the Licensed Software from time to time ("Standard Upgrades").
- 11.2 In the event Sublicensee requests Licensor to modify the Licensed Software and Licensor decides in its sole discretion to make such modifications ("Custom Upgrade"), Sublicensee shall pay directly to Licensor all Licensor's costs associated with making such modifications under terms and conditions to be agreed upon on a case by case basis in a writing signed by both parties.
- 11.3 In the event that Sublicensee permits an Other Entity to use the Licensed Software in accordance with Section 6.3 herein, Sublicensee shall refer to Sublicensor all requests by any such Other Entity for modification of the Licensed Software.

## **Section 12: Disclaimer of Warranties**

- 12.1 The Licensed 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. Sublicensee is responsible for the selection of the Licensed Software to achieve its intended purpose, use of the Licensed Software, and the results obtained.

## **Section 13: Limitation of Liability**

- 13.1 In no event shall Licensor or Sublicensor 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 Sublicense Agreement or Sublicensee's use or inability to use the Licensed Software, even if Licensor or Sublicensee has been advised of the possibility of such damages.
- 13.2 In the event that Sublicensee permits an Other Entity to use the Licensed Items under Section 6.3 herein, Licensor and Sublicensee shall in no event 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 Sublicense Agreement for such Other Entity's use or inability to use the Licensed Software, even if Licensor or Sublicensee has been advised of the possibility of such damages.

## **Section 14: Notices**

- 14.1 All notices required by or relating to this License Agreement shall be in writing and shall be sent to the parties at their address set forth below. The parties may from time to time

amend the address to which such notices are to be sent by sending a notice to the other party's then-effective notice address no less than thirty (30) days prior to the date on which the change is to become effective. All such notices shall be given by a form of conveyance which provides a return receipt. A notice shall be effective on its delivery date as confirmed by its return receipt.

Sublicensor:

Iowa Department of Transportation  
6310 SE Convenience Blvd.  
Ankeny, IA 50021  
Attention: Chief David Lorenzen, Motor Vehicle Enforcement

Sublicensee:

Wisconsin Department of Transportation

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4822 Madison Yards Way, 9th Floor South

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Madison, WI 53705-9100

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Attention: Superintendent JD Lind

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### **Section 15: Suspensions and Debarment**

15.1 Sublicensee certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal Agency or agency. Sublicensee certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

### **Section 16: Binding Effect**

16.1 This Sublicense Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

### **Section 17: Governing Law**

17.1 This Sublicense Agreement shall be controlled by and construed in accordance with the substantive laws of Iowa, excluding Iowa's choice of law provisions.

### **Section 18: Force Majeure**

18.1 Neither party shall bear any responsibility of liability for any losses arising out of any delay or interruption of their performance under this Sublicense Agreement due to any act of God, act of governmental authority which is directed to the general public, act of a public enemy, or due to war, riot, flood, civil commotion, earthquake, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, malfunctions of equipment or software programs (other than the Licensed Software), or any other cause beyond the reasonable control of the party.

### **Section 19: No Partnership or Joint Venture or Agency**

19.1 This Sublicense Agreement does not constitute, and shall not be construed as creating, a partnership or joint venture, or agency relationship between Sublicensor and Sublicensee or between Licensor and Sublicensee. Except as otherwise explicitly provided in Section 6.3 herein (regarding permitting use of the Licensed Items to Other Entities), neither Sublicensor nor Sublicensee has any right to obligate or bind the other party in any way whatsoever, and nothing in this Sublicense Agreement gives any rights of any kind to any third parties.

### **Section 20: Dispute Resolution**

20.1 The sole and exclusive jurisdiction in which any disputes arising out of this Sublicense Agreement shall be heard is in the federal courts located in and the state courts of Iowa, U.S., and each party expressly hereby submits to the jurisdiction of those courts for the resolutions of such disputes.

### **Section 21: Attorney Costs**

21.1 Each party shall be responsible for its own attorney fees and costs. In no event shall a party assume the responsibility for the attorney fees or costs of the other party.

### **Section 22: Waiver**

22.1 The failure or delay by either party in exercising any right, power or privilege provided under this Sublicense Agreement shall not operate as a waiver thereof. The parties also agree that any single or partial exercise of a right, power, or privilege provided under this Sublicense Agreement shall not preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

### **Section 23: Assignment**

23.1 The licenses, other rights, and obligations granted to or otherwise acquired under this Sublicense Agreement by Sublicensee are personal to Sublicensee and shall not be assigned

by any act of Sublicensee or by operation of law without the prior express written consent of Sublicensor.

23.2 The rights and obligations acquired by Sublicensor under this Sublicense Agreement may be assigned by Sublicensor without the consent of Sublicensee, but may not be assigned without the written express consent of Licensor.

23.3 In the event the License Agreement between Licensor and Sublicensor terminates, the termination shall act as an automatic and complete assignment of this Sublicense Agreement from Sublicensee to Licensor so that Licensor shall assume all rights and obligations of Sublicensor under this Sublicense Agreement and all obligations owed by Sublicensee to Sublicensor under this Sublicense Agreement shall then be owed to Licensor.

#### **Section 24: Incorporation by Reference and Complete Agreement**

24.1 The License Agreement is incorporated herein by reference in its entirety and is attached hereto as Appendix 1. The parties agree that this Sublicense Agreement (including the incorporated License Agreement) comprises the entire agreement between the parties relating to its subject matter and that this Sublicense Agreement supersedes all prior and contemporaneous oral and written understandings, representations, and agreements between the parties concerning the same subject matter.

#### **Section 25: Modifications**

25.1 Any amendments to the terms hereof must be made in a writing signed by both of the parties hereto, it being the intent of the parties that there be no oral modifications to this Sublicense Agreement.

#### **Section 26: Severability**

26.1 The legality or enforceability of any portion of this Sublicense Agreement shall not affect the legality or enforceability of any other part of this Sublicense Agreement. If any portion of this Sublicense Agreement is found by a competent tribunal to be invalid or unenforceable, then that portion shall be ignored and the balance of this Sublicense Agreement shall be construed and enforced as though it had been written without the illegal or unenforceable portion.

#### **Section 27: Construction of this Agreement**

27.1 The headings used in this Sublicense Agreement are for convenience of reference only and are not to be used to interpret the provisions of this Sublicense Agreement. The parties agree that they have had an equal opportunity to negotiate the terms and conditions of this Sublicense Agreement and that this Sublicense Agreement is to be neutrally construed without favor to either party.

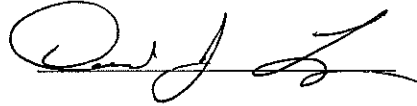
**Section 28: Authority of Representatives**

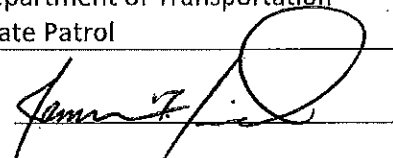
28.1 Each party expressly represents and warrants that the person signing this Sublicense Agreement on its behalf has sufficient power and authority under applicable law to enter into this Sublicense Agreement and to bind that party to the terms and conditions of this Sublicense Agreement. Each person signing this Sublicense Agreement on behalf of a party represents and warrants that she or he has sufficient power and authority under applicable law to enter into this Sublicense Agreement and to bind the party for whom she or he is signing to the terms and conditions of this Sublicense Agreement.

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

SUBLICENSOR  
Iowa Department of Transportation

SUBLICENSEE  
Wisconsin Department of Transportation  
Division of State Patrol

By: 

By: 

Title: CHIEF MVE

Title: SUPERINTENDENT - WIS STATE PATROL

Date: 03/12/18

Date: 02/28/2018