

MACH LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") shall be effective on May 1, 2016, ("Effective Date") and is by and between Technology Enterprise Group, Inc., a Pennsylvania corporation having its principal offices at 1244 Perry Highway, Portersville, PA 16051 ("Licensor"), and the Iowa Department of Transportation, having its principal offices at 800 Lincoln Way, Ames, IA 50010 ("Licensee").

RECITATIONS

1. Licensor is the owner of intellectual property rights in 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").
2. Licensor has trademark rights in the mark "MACH" ("Licensed Mark") used on and in conjunction with the Licensed Software.
3. Licensee is the organizer of an organization consisting 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").
4. Licensor desires to grant to Licensee, and Licensee desires to receive, a nonexclusive, nontransferable license to use and sublicense the Licensed Software and the Licensed Mark.
5. Licensee desires to sublicense the Licensed Software and the Licensed Mark to other present or future members of the National Model.
6. Licensee desires to have the right to permit other governmental public safety agencies within its state to make use of the Licensed Software and the Licensed Mark.

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

Section 1: Definitions

1.1 Agreement: The instant document.

1.2 Custom Upgrade: A modification of the Licensed Software provided by Licensor at Licensee's request under Section 11.2 herein.

- 1.3 Effective Date: A term which refers to the date set forth in the preamble of this Agreement when that date becomes the commencement date of this Agreement under Section 7.1 herein.
- 1.4 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.
- 1.5 Key Mechanism: A term referring to a software key for activating the Licensed Software. The Key Mechanism will keep the Licensed Software active for thirty (30) calendar days past the end of a Term Year. With regard to the sublicenses, there may be two types of Key Mechanism, temporary and sustaining. 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 then-current sublicensing term.
- 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 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 the Statewide Application of Data Collection and Management Technology to Improve Highway Safety."
- 1.10 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.
- 1.11 Online GPS Feature: A term which refers to the online global positioning system feature of the Licensed Software.
- 1.12 Online GPS Fee: A term which refers to the amount to be paid by Licensee to Licensor under Section 5.2 herein for the use of the Online GPS Feature.

- 1.13 Other Entity: A term which refers to a state or local government public safety entity within Licensee's state which Licensee may permit to use the Licensed Items according to Section 6.4 herein.
- 1.14 Person: A term which includes a natural person (a human being) and a juristic person (e.g., a corporate or governmental entity).
- 1.15 Renewal Date: A term referring to the date on which a renewal term of this Agreement commences.
- 1.16 Royalty: A term referring to the payment due to be paid to Licensor by Licensee for its rights to use the Licensed Items.
- 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 Royalty: A term referring to the payment due to be paid to Licensee for the benefit of Licensor by a sublicensee for the sublicensee's rights to use the Licensed Items.
- 1.19 Support: A term referring to the assistance that Licensor 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.
- 1.20 Term Year: The one-year period comprising the term of this Agreement, or of any renewal term thereof, beginning on either the Effective Date or the Renewal Date, respectively.

Section 2: License Grant

- 2.1 Licensor grants to Licensee, subject to the terms and conditions of this Agreement, a nonexclusive, nontransferable license to use and sublicense the Licensed Software during the term of this Agreement and any renewal term thereof.
- 2.2 Licensor grants to Licensee, subject to the terms and conditions of this Agreement, a nonexclusive, nontransferable license to use and sublicense the Licensed Mark on and in conjunction with the Licensed Software and promotional materials for the Licensed Software during the term of this Agreement and any renewal term thereof.

Section 3: Ownership

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

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

3.3 The parties agree that all data inputted into the Licensed Software shall be deemed the sole property of Licensee and Licensor shall have no ownership interest in such data.

Section 4: Sublicensing Right

4.1 Licensee's right to sublicense the Licensed Software and the Licensed Mark (collectively "Licensed Items") granted in Section 2 herein shall be governed by this Section 4.

4.2 Licensee may only sublicense the Licensed Items to states/provinces which are, during the entire term of the sublicense, members of the National Model, unless otherwise agreed to in writing signed by Licensor.

4.3 In order for a sublicense to be valid, the sublicense must:

- a) be either (i) in the form attached hereto as Appendix 1, or (ii) in any other form which is expressly approved of in writing by Licensor;
- b) have attached to it a copy of this Agreement; and
- c) be executed by persons having authority to bind the Licensee and the sublicensee.

4.4 Any fees collected by Licensee on behalf of Licensor under a sublicense from a sublicensee shall be paid to Licensor in accordance with the provisions of Section 5 below. Licensee shall not permit a sublicensee to charge any person or entity any fee or payment of any kind for use of the Licensed Items without the express written permission of Licensor.

4.5 In the event that this Agreement or any renewal term thereof terminates without renewal prior to the expiration of the term of a sublicense, the termination of this Agreement or such a renewal term shall act as an automatic and complete assignment of the sublicense from Licensee to Licensor.

4.6 The parties hereto are parties to the MACH Server License Agreement dated May 1, 2010 (as amended). The parties hereby agree that any sublicenses issued under that agreement which are still in effect on the Effective Date of this Agreement shall continue to be retained by Licensee or if they had become assigned to Licensor under Section 4.5 of that agreement then such sublicenses shall hereby be immediately and completely be reassigned to Licensee.

Section 5: Payments

- 5.1 For each year of the term of this Agreement, and any renewal term thereof, ("Term Year"), Licensee shall pay to Licensor a royalty ("Royalty") in payment for its rights to use the Licensed Items. The Royalty is in addition to the fees set forth in Section 5.2 herein. The Royalty for the first Term Year shall be \$92,000.00 U.S. dollars and shall be paid prior to or on the due date set forth in Section 5.3 herein. The Royalty for each Term Year thereafter shall be set by Licensor with notice to Licensee and may be increased no more than 15% from the Royalty of the previous Term Year at Licensor's sole discretion and shall be paid prior to or on the due date set forth in Section 5.4 herein. Licensor shall provide notice of the Royalty for any Term Year after the first Term Year and shall do so by giving at least sixty (60) calendar days notice prior to the end of the then current Term Year. In the event that Licensor fails to provide such notice, the Royalty for a Term Year for which the notice is omitted shall be the same amount as the Royalty of the immediately previous Term Year.
- 5.2 In the event that Licensee makes use of the global positioning system feature of the Licensed Software ("Online GPS Feature") during the first Term Year, Licensee shall pay to Licensor, in addition to the Royalty, an amount of \$12.00 ("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 Licensee makes use of the Online GPS Feature during any Term Year after the first Term Year, Licensee shall pay to Licensor an "Online GPS Fee" for that Term Year prior to or on the Renewal Date of that Term Year. Licensor shall provide notice of the Online GPS Fee for any Term Year after the first Term Year and shall do so by giving at least sixty (60) days notice prior to the end of the then current Term Year. In the event that Licensor fails to provide such notice, the Online GPS Fee for the Term Year for which the notice is omitted shall be the same amount as the Online GPS Fee of immediately previous Term Year. In the event that the number of Licensee's Online GPS Equipped Computers increases after the first day of a Term Year, the Online GPS Fee for that Term Year for each such additional computer shall be prorated with regard to the number of months left in the Term Year from the first day of the calendar month in which the computer was added.
- 5.3 The due date for payment of the initial Royalty and the initial Online GPS Fee shall be sixty (60) calendar days after the Effective Date of this Agreement. In the event that the number of Licensee's 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 Agreement is renewed in accordance with Section 7.2 herein, unless the Licensor and Licensee agree otherwise in writing signed by both parties:
- a) the due dates for payment of the Royalty and Online GPS Fee for any renewal term shall be the same as set forth in Section 5.3 with the then current Renewal Date being substituted in that Section for the Effective Date; and

- b) the amended Royalty and/or Online GPS Fee shall become effective on the Renewal Date of the renewal term; *however*, in the event that Licensor does not provide such notice of an amendment, the Royalty and Online GPS Fee shall be the same for the renewal term as they are for the then current term.

5.5 Unless otherwise approved in a writing signed by the Licensor, in the event that Licensee exercises its right to sublicense under Section 4 herein, Licensee shall collect for the benefit of Licensor the Sublicense Royalties and the Online GPS Fees and pay over to Licensor the collected amounts within sixty (60) calendar days of its receipt of same from a sublicensee.

- a) The Sublicense Royalty shall be \$92,000.00 U.S. dollars for each sublicense granted during the first Term Year of this Agreement and shall be the same in amount as the Royalty described in Section 5.1 herein for each sublicense or renewal of a sublicense granted in a later Term Year.
- b) The Online GPS Fee for each sublicense or renewal of a sublicense shall be the same in amount as the Online GPS Fee described in Section 5.2 herein.
- c) In the event that, despite Licensee's best efforts to collect the Sublicense Royalty and Online GPS Fee, a sublicensee fails to pay either or both to Licensee, Licensor shall have the right to withhold the issuance of a sustaining Key Mechanism to the sublicensee and shall have the right to seek payment directly from the sublicensee, but shall have no other claim or remedy against Licensee for the unpaid fees.

Section 6: Use of Licensed Items

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

6.2 Licensee may use the Licensed Software in conjunction with its marketing of any sublicense permitted by Section 5 herein.

6.3 Licensee may use the Licensed Mark only on or in conjunction with its use of the Licensed Software. All uses of the Licensed Mark by Licensee shall inure to the benefit of Licensor's rights in the Licensed Mark, and Licensor shall have the right to review Licensee'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.

6.4 Licensee may permit any Other Entity to use the Licensed Items for any official purpose within the purview of a public safety agency. In the event Licensee permits any Other Entity to use the Licensed Items:

- a) The terms of this Agreement shall apply to such Other Entity's use of the Licensed Items;
- b) Such use by an Other Entity may occur only during the term of this Agreement or during the term of a renewal term of this Agreement;
- c) In the event an 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 Licensee is to pay under Section 5 herein.
- d) Licensee shall be responsible to Licensor for an Other Entity's compliance with the terms and conditions of this Agreement, except that neither Licensee nor the Other Entity shall be required to pay a 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 Licensee. Licensee may request Licensor's assistance in addressing such a request, but such Licensor assistance shall be limited to providing information to Licensee. In no event shall Licensor have an obligation under this Agreement to provide direct support to an Other Entity. The Iowa Department of Public Safety provides and is responsible for maintaining the servers through which Licensee will use the Licensed Software and so shall be deemed an Other Entity for all purposes of this Agreement except for this Section 6.4(f). For the avoidance of doubt, Licensor will accept requests for support to install, maintain and use the Licensed Software from the Iowa Department of Public Safety and Licensor will provide direct support to the Iowa Department of Public Safety.
- g) Licensee 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 Licensor.

Section 7: Duration, Renewal, and Termination

- 7.1 Upon the execution of this Agreement by both of the parties, this 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 Agreement shall continue for one (1) year from the Effective Date unless, according to the terms set forth herein, this Agreement is either (a) terminated sooner or (b) renewed.
- 7.2 This Agreement may be renewed up to five times with each renewal term having a duration of one year. Each renewal of this Agreement shall be on terms mutually agreed upon in a writing signed by both parties.

7.3 Either party may terminate this Agreement at any time by giving the other party written notice of the intended termination date no less than one hundred eighty (180) calendar days in advance of that intended termination date.

7.4 If either Licensor or Licensee commits a material breach of this Agreement, 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 Agreement upon providing a further thirty (30) calendar days notice of termination to the breaching party.

7.5 Termination for any reason shall not release either Licensor or Licensee from any obligation which arose from this Agreement prior to such termination, including, but not limited to, payment of any Royalty and/or Online GPS Fee pursuant to Section 5 herein and the obligations under Section 10 herein regarding confidential information, unless otherwise agreed to in a writing signed by both parties; *however*, if the termination is due to Licensor giving notice of termination in accordance with Section 7.3 herein, then the Royalty (but not the Online GPS Fee) will be prorated to account for the early termination and Licensor shall return to Licensee, no later than thirty (30) days after the actual termination date, any Royalty amount it received from Licensee that is in excess of the prorated Royalty.

7.6 The provisions of Sections 4.5 (concerning assignment of sublicenses) and 10 herein (concerning confidentiality) shall survive termination of this Agreement.

7.7 Upon termination of this Agreement for any reason:

- a) all rights granted to or otherwise acquired by Licensee under this Agreement shall terminate and immediately revert to Licensor;
- b) Licensee shall immediately discontinue all use of the Licensed Items;
- c) Licensee shall immediately cause all Other Entities using the Licensed Items in accordance with Section 6.4 herein to immediately stop all use of the Licensed Items; and
- d) Licensee 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 6.4 herein and provide Licensor with written confirmation of such destruction signed by Licensee; and

(ii) return to Licensor all Licensed Software in its possession or control or in the possession and control of an Other Entity per Section 6.4 herein which have not been destroyed.

e) All unpaid payments under this Agreement shall become immediately due.

7.8 Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, Licensee 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 Licensee 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 Licensee to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Licensee in its sole discretion; or
- c) Licensee'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) Licensee'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 Licensee's ability to fulfill any of its obligations under this Agreement.

Section 8: Licensor's Obligations

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

8.2 Licensor shall provide Licensee with a device for activating the Licensed Software ("Key Mechanism") the Executable Copy of the Licensed Software. Licensor shall provide the Key Mechanism for use in the first Term Year to Licensee within seven (7) calendar days of the Effective Date. For each Term Year thereafter, Licensor shall provide a Key Mechanism for use in the Term Year within seven (7) calendar days of the commencement date of that Term Year.

8.3 Licensor shall provide technical support by telephone and email to assist Licensee to install, maintain, and use the Licensed Software. In the event that Licensor provides a Standard

Upgrade, Licensor shall provide support for the Standard Upgrade for two years or until the termination of this Agreement, whichever comes first.

8.4 In the event that Licensee sublicenses the Licensed Software in accordance with Section 5 herein, Licensor shall with regard to each sublicense:

- a) Provide the sublicensee with the number of temporary and sustaining Key Mechanisms and Executable Copies specified in the Sublicense Agreement; and
- b) Provide technical support by telephone and email to assist the sublicensee to install, maintain, and use the Licensed Software in accordance with the Sublicense Agreement.

8.5 In the event that Licensee permits an Other Entity to use the Licensed Software in accordance with Section 6.4 herein, Licensor shall provide each such Other Entity with a Key Mechanism and an Executable Copy.

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

8.7 In the event that Licensor desires to amend either or both of the Royalty and Online GPS Fee for a renewal term as permitted under Section 5.4 herein, Licensor shall give Licensee notice of the amended Royalty and Online GPS Fee for the renewal term at least sixty (60) calendar days prior to the termination date of the then current term.

8.8 With regard to the Key Mechanisms described in Sections 8.2, 8.4, and 8.5 herein, Licensor shall have the obligation of providing valid Key Mechanisms throughout the initial term and any renewal terms of this Agreement.

8.9 Licensor shall comply with Section 17.1 herein with regard to record retention and access.

8.10 Licensor shall not use Licensee's and/or the state of Iowa's name or any of their intellectual property, including but not limited to, any Iowa, Iowa agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Licensee and/or the state of Iowa.

8.11 Licensor shall comply with Sections 10.2 through 10.5 with regard to the confidentiality of Licensee's confidential information.

Section 9: Licensee's Obligations

- 9.1 In accordance with or addition to any obligation set forth elsewhere in this Agreement, Licensee shall have the obligations set forth in this Section 9.
- 9.2 Licensee shall pay to Licensor the fees described in Section 5 herein in the manner and at the times specified in that section.
- 9.3 Licensee shall make no use of the Licensed Items other than is permitted in Section 6 herein.
- 9.4 Licensee shall protect the confidentiality of the Licensed Software in the manner described in Section 10 herein.
- 9.5 Licensee shall not sublicense the Licensed Items or permit any one to use the Licensed Items except in the manner permitted by Sections 4 and 6.4 herein.
- 9.6 Licensee 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 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 Agreement.
- 9.7 Upon termination of this Agreement for any reason, Licensee shall promptly return to Licensor all copies of the Licensed Software in its possession or control or in the possession or control of any Other Entity or certify to Licensor that all copies which have not been returned have been destroyed.
- 9.8 In the event that Licensee receives credible information from a third party that use of the Licensed Software or the Licensed Mark infringes its rights, Licensee shall promptly give notice of that information to Licensor.
- 9.9 In the event that Licensee sublicenses the Licensed Software in accordance with Section 4 herein:
- a) Licensee shall use its best efforts to collect the fees due to Licensor under each Sublicense Agreement and shall pay over those fees in full to Licensor no more than sixty (60) calendar days after its receipt of such fees, but in the event that, despite Licensee's best efforts to collect the sublicensing and Online GPS Fees, a sublicensee fails to pay either or both fees to Licensee, Licensor shall have the right to withhold the issuance of a sustaining Key Mechanism to Licensee to provide to the sublicensee and shall have the right to seek payment directly from the sublicensee, but shall have no other claim or remedy against Licensee for the unpaid fees;

- b) In the event that Licensee receives notice from Licensor or a third party of information that use of the Licensed Software or the Licensed Mark infringes the third party's rights, Licensee shall promptly give notice of that information to each sublicensee.

9.10 In the event that Licensee allows an Other Entity to use the Licensed Items in accordance with Section 6.4 herein:

- a) In the event that Licensee receives notice from Licensor or a third party of information that use of the Licensed Software or the Licensed Mark infringes the third party's rights, Licensee shall promptly give notice of that information to each such Other Entity.
- b) For each Other Entity, Licensee shall maintain an accurate record of the number of Online GPS Equipped Computers and shall report that number 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 Agreement and include in the calculation of the Online GPS Fee that Licensee is to pay under Section 5 herein the number of such Online GPS Equipped Computers.

Section 10: Confidentiality

10.1 Licensor represents, and Licensee 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 Licensee only for use as expressly authorized by Section 6 herein. Licensee and any third party the Licensee enters into agreement with agree to hold all Licensor's trade secrets in confidence to the extent permitted under Iowa Code Chapter 22. Under no circumstances may Licensee, or any third party Licensee enters into an agreement with, decompile, reverse engineer, or "unlock" (as the term is generally used in the industry) the Licensed Software.

10.2 Licensor's employees, agents and subcontractors may have access to confidential information maintained by Licensee or the State of Iowa to the extent necessary to carry out its responsibilities under this Agreement. Licensor shall presume that all information received pursuant to this Agreement is confidential unless otherwise designated by the Licensee. Licensor shall provide to the Licensee a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. Licensor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Licensor in connection with the performance of this Agreement. Licensor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Agreement. The private or confidential information of Licensee or the State of Iowa shall remain the property of Licensee or the State of Iowa at all times.

10.3 No confidential information collected, maintained, or used in the course of performance of this Agreement shall be disseminated by Licensor except as authorized by law and only with the prior written consent of Licensee or the State of Iowa, either during the term of this Agreement or thereafter. For the purposes of Section 10 herein, any data supplied by Licensee to Licensor or created by Licensor in the course of the performance of this Agreement shall be considered the property of Licensee or the State of Iowa. Licensor must return any and all data collected, maintained, created or used in the course of the performance of this Agreement in whatever form it is maintained promptly at the request of Licensee. Licensor may be held civilly or criminally liable for improper disclosure of confidential information.

10.4 In the event that a subpoena or other legal process is served upon Licensor for records containing confidential information, Licensor shall promptly notify Licensee and cooperate with Licensee or the State of Iowa in any lawful effort to protect the confidential information.

10.5 Licensor shall immediately report to Licensee any unauthorized disclosure of confidential information.

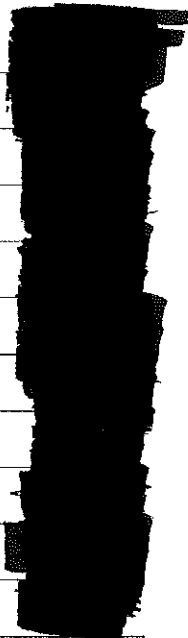
10.6 Licensor's obligations under this section shall survive termination or expiration of this Agreement.

Section 11: Modification of Licensed Software

11.1 Licensee 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 Licensee requests Licensor to modify the Licensed Software and Licensor decides in its sole discretion to make such modifications ("Custom Upgrades"), Licensee shall pay to Licensor all Licensor's developmental and travel costs associated with making such Custom Upgrades under terms and conditions to be agreed upon on a case by case basis in a writing signed by both parties using the following rate schedule for Licensor's services:

- a) Developmental costs during the first Term Year shall be determined in accordance with the following table; the developmental costs for each Term Year thereafter shall be set by Licensor with written notice to Licensee and may be increased no more than 10% from the developmental costs of the previous Term Year at Licensor's sole discretion:

<u>Resource</u>	<u>Hourly Rate</u>
Project Manager/Business Analyst III	
Project Manager/Programmer Analyst III	
Programmer Analyst III	
Business Analyst III	
Programmer Analyst II	
Business Analyst II/Technical Writer	
Business Analyst II	
Programmer Analyst I	
Business Analyst I	
Programmer Analyst	
Business Analyst	

b) Travel expenses shall be determined in accordance with the then-current published Iowa travel expense policy for individuals engaged in out-of-state travel for Official State business. On the Effective Date of this Agreement, the published Iowa travel expense policy is as follows:

Travel Expenses It is the published policy of the State that all individuals engaged in travel for Official State business utilize the most economical mode of transportation. The following examples are listed for the purpose of travel within the State of Iowa. Actual reimbursed rate for out-of-state travel will be provided prior to approved travel.

Lodging - Maximum reimbursable amount is \$75.00 plus tax, anywhere in the state.

Subsistence Allowance - While on official business for the State of Iowa, eligible reimbursement for meal costs are as follows:

Meals - Maximum reimbursable rates:

- a) Breakfast \$ 8.00
- b) Lunch \$12.00
- c) Dinner \$23.00
- TOTAL \$43.00

The individual meal rates are rounded to the nearest dollar.

Receipts for actual incurred travel expenses are to be submitted with invoice. Reimbursements for travel expenses are not to exceed the maximum reimbursement allowances established.

11.3 In the event that Licensee sublicenses the Licensed Software in accordance with Section 4 herein, Licensee shall refer to Licensor all requests by any sublicensee for modification of the Licensed Software.

11.4 In the event that Licensee permits an Other Entity to use the Licensed Software in accordance with Section 6.4 herein, Licensee shall refer to Licensor 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. Licensee 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 be liable for any and all 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 Licensee's use or inability to use the Licensed Software, even if Licensor has been advised of the possibility of such damages, in excess of the Royalty which Licensor actually received from Licensee for the Term Year in which the damages arose. To be clear, Licensor's liability for the aggregate amount of all damages arising in any Term Year shall not exceed the Royalty which Licensor actually received from Licensee for that Term Year.

13.2 In the event that Licensee sublicenses the Licensed Items, Licensor shall in no event be liable for any and all 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 for sublicensee's use or inability to use the Licensed Software, even if Licensor has been advised of the possibility of such damages, in excess of the Royalty which Licensor actually received from Licensee for the Term Year in which the damages arose. To be clear, Licensor's liability for the aggregate amount of all damages arising in any Term Year shall not exceed the Royalty which Licensor actually received from Licensee for that Term Year.

13.3 In the event that Licensee permits an Other Entity to use the Licensed Items under Section 6.4 herein, Licensor shall in no event be liable for any and all 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 for such Other Entity's use or inability to use the Licensed Software, even if Licensor has been advised of the possibility of such damages, in excess of the difference between the Royalty which Licensor actually received from Licensee for the Term Year in which the damages arose and any liability Licensor has under Section 13.1 herein. Moreover, in the event that Licensee permits more than one Other Entity to use the Licensed Items under Section 6.4 herein, Licensor's aggregate liability for all such Other Entities shall not exceed the difference between the Royalty which Licensor actually received from Licensee for the Term Year in which the damages arose and any liability Licensor has under Section 13.1 herein. For example, if the amount of Royalty Licensor actually received from Licensee for the Term Year in which the liability arose was \$92,000, and the amount of liability Licensor has under Section 13.1 herein is \$52,000, and there are two such Other Entities which have incurred damages in that Term Year, then the maximum aggregate amount of liability Licensor shall have for the damages arising from the use of or inability to use the Licensed Software by the two Other Entities is \$40,000.

13.4 Notwithstanding anything in this Agreement to the contrary, Licensor's total liability for any and all 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, including under any and all of the circumstances described in Sections 13.1 through 13.3 herein, shall not exceed the amount of Royalty which Licensor actually received from Licensee for the Term Year in which the damages arose.

Section 14: Notices

14.1 All notices required by or relating to this 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.

Licensor:

Technology Enterprise Group, Inc.
1244 Perry Highway
Portersville, PA 16051
Attention: Tadd Geis, President

Licensee:

Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010
Attention: Mark Lowe, Director, Motor Vehicle Division

Section 15: Record Retention and Access

15.1 Licensor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to Licensee throughout the term of this Agreement and any renewal terms thereof for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. Licensor shall permit the Auditor of the State of Iowa or any authorized representative of Iowa and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of Licensor relating to orders, invoices or payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located. Licensor shall not impose a charge for audit or examination of Licensor's books and records. If an audit discloses incorrect billings or improprieties in an aggregate amount which is 5 % or more of the aggregate amount of Royalty which Licensor actually received from Licensee during the Term Years which are covered by the audit, Licensee reserves the right to charge Licensor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

Section 16: Suspensions and Debarment

16.1 Licensor 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. Licensor 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 17: Binding Effect

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

Section 18: Governing Law

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

Section 19: Force Majeure

19.1 Neither party shall bear any responsibility of liability for any losses arising out of any delay or interruption of their performance under this 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 20: No Partnership or Joint Venture or Agency

20.1 This Agreement does not constitute, and shall not be construed as creating, a partnership or joint venture, or agency relationship between Licensor and Licensee. Except as otherwise explicitly provided in Sections 5 (regarding sublicensing) and 6.4 (regarding permitting use of the Licensed Items to Other Entities), neither Licensor nor Licensee has any right to obligate or bind the other party in any way whatsoever, and nothing in this Agreement gives any rights of any kind to any third parties.

Section 21: Dispute Resolution

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

Section 22: Attorney Costs

22.1 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 23: Waiver

23.1 The failure or delay by either party in exercising any right, power or privilege provided under this 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 Agreement shall not preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

Section 24: Assignment

24.1 The licenses, other rights, and obligation granted to or otherwise acquired under this Agreement by Licensee are personal to Licensee and shall not be assigned by any act of Licensee or by operation of law without the prior express written consent of Licensor. The

rights and obligations acquired by Licensor under this Agreement may be assigned by Licensor only with the prior written consent of Licensee.

Section 25: Complete Agreement

25.1 The parties agree that this Agreement comprises the entire agreement between the parties relating to its subject matter and that this Agreement supersedes all prior and contemporaneous oral and written understandings, representations, and agreements between the parties concerning the same subject matter.

Section 26: Modifications

26.1 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 Agreement.

Section 27: Severability

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

Section 28: Construction of this Agreement

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

Section 29: Authority of Representatives

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

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

LICENSOR

Technology Enterprise Group, Inc.

By:



Tadd Geis, President

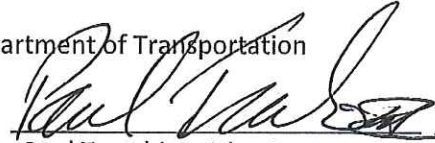
Date:

04/26/2016

LICENSEE

Iowa Department of Transportation

By:



Paul Trombino, Director

Date:

4/26/2016