

TraCS Sublicense Agreement
Wisconsin Department of Transportation
(June, 2018 version)

This sublicense agreement (“Sublicense”) is by and between Wisconsin Department of Transportation, an agency of the State of Wisconsin, with principal offices at 4822 Madison Yards Way, Madison, WI 53705-9100 (“Sublicensor”) and the _____ (Agency Name), an agency of the State of Wisconsin, with principal offices at

(Agency Address) (“Sublicensee”), each a “Party,” collectively the “Parties”.

RECITATIONS

1. WHEREAS, Sublicensor has entered into an agreement with the Iowa Department of Transportation for the ability to use certain software products (the “Master Agreement”) known as the “Traffic and Criminal Software” (“TraCS Software”), and TraCS Location Tool (TLT) (“collectively the “Licensed Software”); and
2. WHEREAS, Sublicensee is a governmental public safety agency within the Sublicensor’s state; and
3. WHEREAS, pursuant to the terms and conditions of the Master Agreement, Sublicensor desires to grant to Sublicensee, and Sublicensee desires to receive a non-exclusive, nontransferable, non-sublicensable license to use the object code version of the Licensed Software;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1: License Grant.

- 1.1 Sublicensor grants to Sublicensee, subject to the terms and conditions of this Sublicense, a nonexclusive, nontransferable, non-sublicensable license to use the object code version of the Licensed Software. The Licensed Software is to be used only on computers under exclusive control of Sublicensee and used only by employees of Sublicensee.
- 1.2 Sublicensor grants to Sublicensee, subject to the terms and conditions of this Sublicense, a nonexclusive, nontransferable, non-sublicensable license to use the TraCS software trademark (the “Licensed Mark”) on and in conjunction with the Licensed Software and promotional materials for the Licensed Software.

Section 2: Term.

- 2.1 This Sublicense shall commence and become effective as of the Effective Date and, unless terminated earlier in accordance with Section 3, shall remain in full force to the end of the current calendar year. The Sublicense shall then be automatically renewed on the first day of each new calendar year for a renewal term period of one year until this Agreement is terminated in accordance with Section 3.

Section 3: Termination.

3.1 This Sublicense may be terminated as follows:

3.1.1 by the Sublicensee at any time; or

3.1.2 by the Sublicensor at any time; or

3.1.3 when the Master Agreement is terminated.

3.1 This Sublicense automatically terminates at the termination of the Master Agreement. If automatic termination occurs pursuant to this Section 3.2, Sublicensee will be provided a 45 day period to cease any and all use of the Licensed Software (“Phase Out Period”).

3.2 At the end of the Phase Out Period, Sublicensee shall immediately stop using the Licensed Software and promptly return to Sublicensor all copies of the Licensed Software or certify that all copies have been destroyed.

Section 4: Software Updates

4.1 From time to time, Sublicensor may provide updates to the Licensed Software to Sublicensee. These updates may be used by the Sublicensee under the same provisions as the original Licensed Software.

Section 5: Intellectual Property

5.1 The Sublicensee acknowledges that the Licensed Software contains Intellectual Property belonging to the Iowa Department of Transportation, and that access to this Intellectual Property is conditioned upon the terms and conditions of this Sublicense. Intellectual Property includes any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world (“Intellectual Property”). Such Intellectual Property is entrusted to the Sublicensee for use as expressly authorized under this Sublicense. To the extent the Intellectual Property is confidential or proprietary, Sublicensee shall hold said Intellectual Property in confidence. Under no circumstances shall Sublicensee, among other infringing acts, decompile, reverse engineer, or “unlock” (as the term is generally used in the industry) any part of the Licensed Software. Sublicensee shall not modify or tamper with the Licensed Software source or object code. Any and all use of the Licensed Software shall be in accordance with the various marking provisions required by the Patent, Trademark and Copyright Act.

Section 6: Disclaimer of Warranty

6.1 The Licensed Software is provided “as is” and 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.

Section 7: Limitation of Liability

7.1 In no event shall the Iowa Department of Transportation 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 or Sublicensee’s use or inability to use the Licensed Software.

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

Sublicensor:

Wisconsin Department of Transportation
(Agency Name)

(Authorizing Official Signature)

(Print Name)

(Title)

(Date)

Sublicensee:

(Agency Name)

(Authorizing Official Signature)

(Print Name)

(Title)

(Date)