



## Impact Networking Indiana, LLC

8888 Keystone Crossing  
Suite 350  
Indianapolis, Indiana 46240

866.652.0082  
847.785.2251 fax  
www.ImpactMyBiz.com

## Installment Payment Agreement (IPA)

### Client Information

Town of Munster		
COMPANY NAME (FULL LEGAL NAME)		
Dustin Anderson		
BILLING CONTACT		
1005 Ridge Rd.		
ADDRESS		
Munster	IN	46321
CITY	STATE	ZIP
Danderson@munster.org		
EMAIL		
219-836-6905		
PHONE	FAX	
FEDERAL TAX ID NUMBER		EFFECTIVE DATE

### Terms and Conditions

This Installment Payment Agreement (the "Agreement") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words you, and your mean you, our Client. The words we, us, and our, mean Impact Networking Indiana, LLC.

**BY SIGNING THIS AGREEMENT:** (i) You acknowledge that you have read and understand the terms and conditions of this Agreement including those on page 2 of this Agreement; (ii) You agree that this Agreement cannot be terminated or cancelled and that you have an unconditional obligation to make all of the monthly payments called for under this Agreement (consisting of the IPA Monthly Payment amount shown hereon, payable each month for the number of months indicated as the "term" of this Agreement, plus such other amounts as are payable hereunder); (iii) you agree you cannot withhold, set off against or reduce such payments for any reason; (iv) you will use the Products only for business purposes and in compliance with all applicable laws and regulations; (v) you acknowledge that if this Agreement is replacing an existing agreement the new Installment Payment may include the balance of that existing agreement and result in a greater aggregate product cost to you; and (vi) You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.

### Product Description

Product Description	Quantity	Serial Number	Location
Impact Maaged IT CompleteCare			

### Term and Payment Schedule

IPA Term (months)	IPA Monthly Payment
63	Month 1-3 \$0, Month 4-63 \$13,172.65

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying document.

Client agrees to pay at the time of signing this IPA:	
Total Number of Advances: (months)	0
Total Advance IPA Payment:	\$ 0.00
One-Time Documentation Fee:	\$ 150.00
Total Due:	\$ 150.00

### Impact Networking Indiana, LLC

Authorized Signature	Date Signed
Printed Name	
Title	

### Obligor

Client Authorized Signature	Date Signed
Printed Name and Title	
Title	

- 1. PRODUCTS FINANCED; TERM, RENT AND FEES:** We have agreed to provide you and you agree and promise to pay us for equipment ("Equipment"), software license rights ("Software"), maintenance contract(s) ("Maintenance"), and/or services ("Services") (together, the Equipment, Software, Maintenance and Services are hereinafter referred to as the "Products") as identified on the front page of this Agreement. This Agreement will begin on the date that any of the Products are delivered to you, or any later date we designate, and the Products will be deemed irrevocably accepted by you upon the earlier of: a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or b) 14 days after delivery of the Products to you if, previously, you have not given written notice to us of your non-acceptance. The first Installment Payment is due on the date indicated above or as set forth in your initial invoice under the IPA and the remaining Installment Payments will be due monthly thereafter (or such other time period specified on the front of this Agreement) as designated on our subsequent invoices to you. You will make all payments required under this Agreement to us or our assignee at such address as we or our assignee may specify in writing. If any Installment Payment or other amount payable under this Agreement is not paid within 10 days of its due date, you will pay us a late charge equal to the lesser of (a) 7% of each late payment, or (b) the maximum rate allowable under applicable law. Any advance payments required hereunder in excess of a single monthly installment payment shall be applied to the last payments due under this Agreement. If one advance payment is required, it will be applied to your first monthly payment. You agree that you are unconditionally obligated to pay to us all of the payments provided for in this Agreement. We may inspect the Products at any reasonable time after advance notice to you.
- 2. SERVICES:** All or a portion of your Installment Payment may represent the monthly amount you owe us for ongoing Services included as part of the Products hereunder (if applicable, the "Services Portion"). The Services may be described in a separate service agreement or statement of work. You agree that, if and to the extent we assign the Installment Payments, including the Services Portion, to a third party, you will pay our assignee the entire assigned portion of the Installment Payments as provided for under the "Assignment" section hereof. At the end of the first year of this Agreement and once each successive twelve (12) month period, we may increase the IPA Monthly Payment amount under this Agreement by up to 15% of the then current payment amount.
- 3. NO WARRANTIES:** EXCEPT FOR ANY SEPARATE EXPRESS WRITTEN WARRANTIES THAT WE PROVIDE TO YOU, WE MAKE NO WARRANTIES OF ANY OF THE PRODUCTS, WHICH ARE PROVIDED ON AN "AS-IS BASIS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, NOR DO WE PROVIDE THE SOFTWARE, WHICH IS PROVIDED BY THE THIRD PARTY LICENSOR THEREOF. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT.
- 4. LICENSE AGREEMENT:** YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND RECEIVED THE THIRD PARTY LICENSE AGREEMENT ("LICENSE AGREEMENT") RELATED TO ANY SOFTWARE. YOU ARE THE LICENSEE UNDER THE LICENSE AGREEMENT AND YOU AGREE TO PERFORM ALL THE OBLIGATIONS OF THE LICENSEE UNDER THE LICENSE AGREEMENT. YOU WILL USE THE SOFTWARE IN ACCORDANCE WITH THE TERMS OF THE LICENSE AGREEMENT. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE HAVE NOT ASSUMED ANY OF THE SOFTWARE LICENSOR'S OBLIGATIONS UNDER THE LICENSE AGREEMENT AND THAT WE SHALL HAVE NO LIABILITY FOR THE PERFORMANCE OF THE SOFTWARE LICENSOR'S OBLIGATIONS UNDER THE LICENSE AGREEMENT. You acknowledge that you have decided to enter into this Agreement in lieu of paying cash in advance to us for the Products.
- 5. TAXES AND FEES:** You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Product. The IPA Monthly Payment amount hereunder is not inclusive of sales or use tax payable in connection with this Agreement, and any such tax will be added to your monthly payment obligation hereunder. Sales or use tax payable at the inception of the Agreement may be invoiced to you in installments, including a financing charge thereon. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after tax basis against the loss or unavailability of any tax benefits anticipated at the commencement date (as further described in Section 1) arising out of your acts or omissions. This indemnity will continue even after the termination of this Agreement.
- 6. LOSS OR DAMAGE; INSURANCE:** You are responsible for protecting the Product from damage and loss of any kind. If the Product is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the Product against all loss or damage naming us as loss payee, (2) maintain commercial general liability and third party property damage insurance, and (3) deliver satisfactory evidence of such coverage with carriers, on policy forms and in amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest in the Product for the Installment Payment Agreement term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be canceled by us at any time. In the event we obtain the above-described insurance, you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. The cost may be more than the cost of obtaining your own insurance. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide us with evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained. The insurance we obtain (1) will not name you as an insured, additional insured, or loss payee; (2) will not provide you with liability insurance; (3) may not pay any claim that you make; (4) will not pay any claim made against you; and (5) may be cancelled by us at any time.
- 7. TITLE TO THE PRODUCTS:** You own the Equipment. You hereby grant us a security interest in and to the Software and Equipment and all accessions, substitutions and proceeds thereof, including any refunds under section 8 below. You will keep the Equipment otherwise free of all liens and encumbrances. You will not move the Equipment from the Equipment Address stated above without our prior written consent not to be unreasonably withheld. You will abide by all applicable laws regarding the Equipment.
- 8. PREPAID SERVICES:** You will not terminate, cancel or request a refund from any third party supplier for any prepaid maintenance or services provided by a third party, which maintenance or services are included in the Products. In the event you receive a refund of any prepaid maintenance or services from such a third party supplier, you agree to hold those monies in trust for our benefit and not commingle the refund with any of your other funds and you agree to remit the refund to us upon our request, with such amount to be applied by us to the amounts you owe us hereunder. If you are in Default hereunder, we may (in addition to all other remedies available to us under this Agreement) terminate the applicable third party maintenance or services agreement(s) and obtain refunds from the third party supplier or service provider, as applicable, for any prepaid maintenance or services and apply the refund to any amounts owed by you to us hereunder. You agree to indemnify, defend and hold us harmless for any payments made to us by a third party supplier in accordance with this section 8.
- 9. DEFAULT:** Each of the following is a "Default" under this Agreement: (a) you fail to pay any Installment Payment or any other amount due hereunder within 10 days of its due date; (b) you do not perform any of your other obligations under a License Agreement, this Agreement, or any other agreement with us or with any of our affiliates and such failure continues for 30 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you are named debtor (voluntarily or involuntarily) in any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) if any of the Equipment is located at a host facility, a breach under the terms of your host agreement; (f) if a letter of credit has been issued in conjunction with this Agreement, a non-renewal of such letter of credit; or (g) any guarantor dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed above.
- 10. REMEDIES:** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Agreement or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) the present value of all unpaid Installment Payments for the remainder of the above stated term of the Agreement, each discounted at the lesser of the rate implicit in this Agreement, or 4% per year, plus (ii) all other amounts due or that become due under this Agreement; (c) we may direct any third party supplier to withhold support, consulting and other services included in the Products (and you expressly acknowledge that same will not constitute a default by us or such supplier in any obligation to you) and we may further direct any such third party supplier to pay to us any refund due under any prepaid maintenance or services agreement included in the Products for services not rendered; (d) we or our agent may peaceably repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason and/or we may disable your access to any Software; and (e) we may exercise any other right or remedy available at law or in equity. You shall pay us interest at the rate of 18% per annum on all past due amounts owed under this Agreement. In the event of a dispute arising out of this Agreement, including those incurred post judgment, the prevailing party shall be entitled to its reasonable collection costs, and attorney fees and costs incurred in enforcing or defending this Agreement. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. If we delay or fail to enforce any of our rights under this Agreement, we will still be entitled to enforce those rights at a later time.
- 11. ASSIGNMENT:** YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLICENSE THE PRODUCTS OR YOUR INTEREST IN THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. WE MAY, WITHOUT NOTIFYING YOU, SELL, ASSIGN, OR TRANSFER OUR RIGHTS UNDER THIS AGREEMENT AND OUR INTEREST IN THE EQUIPMENT AND SOFTWARE, IN WHOLE OR IN PART, TO A THIRD PARTY. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT IF WE ASSIGN OUR RIGHT TO RECEIVE PAYMENTS UNDER THIS AGREEMENT TO A THIRD PARTY, YOUR OBLIGATION TO MAKE THE PAYMENTS CALLED FOR UNDER THIS AGREEMENT, INCLUDING ALL OF THE SCHEDULED INSTALLMENT PAYMENTS TO BE DUE IN THE FUTURE, WILL BE UNCONDITIONAL AND THAT YOU WILL TIMELY PERFORM ALL SUCH OBLIGATIONS WITHOUT ANY DEFENSE OR CLAIM OF SET-OFF, EVEN IF: (A) YOU DO NOT RECEIVE SOME OR ALL OF THE PRODUCTS; (B) THE PRODUCTS ARE RECEIVED BY YOU, BUT NOT ON A TIMELY BASIS; AND/OR (C) THE PRODUCTS DO NOT, AT THE TIME OF YOUR RECEIPT OR THEREAFTER, OPERATE PROPERLY, ARE INEFFECTIVE, OR THERE IS ANY OTHER NONCONFORMANCE IN ANY SUCH PRODUCTS. YOU AGREE THAT OUR ASSIGNEE WILL HAVE NONE OF OUR OBLIGATIONS AND THAT THE RIGHTS OF OUR ASSIGNEE WILL NOT BE SUBJECT TO ANY CLAIMS, DEFENSES OR SET-OFF THAT YOU MAY HAVE AGAINST US OR ANY THIRD PARTY.
- 12. INDEMNIFICATION:** You are responsible for and agree to indemnify and hold us harmless from any (a) losses, damages, penalties, claims, suits and actions (collectively "Claims") caused by or related to the manufacture, installation, ownership, use, possession, or delivery of the Products or any defects in the Products, and (b) all costs and attorneys' fees incurred by us relating to any Claim. You agree to reimburse us for and if we request, to defend us, at your own cost and expense, against any Claims, except claims caused by our willful misconduct. You agree that your obligations under this Section 12 and Section 4 shall survive the termination of this Agreement for Claims arising during the term of this Agreement.
- 13. CREDIT INFORMATION/FINANCIAL REPORTS:** YOU AUTHORIZE US OR ANY OF OUR AFFILIATES OR ASSIGNEES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE OR THEY DETERMINE ARE NECESSARY. You agree to provide us copies of your balance sheet, income statement and other financial reports as we may reasonably request.
- 14. ELECTRONIC TRANSMISSION AND COUNTERPARTS:** The parties each agree that this Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. This Agreement is not binding on us until we sign it. The Agreement may be retained electronically and you agree that any such electronic version shall be fully enforceable without the need to produce an original.
- 15. MISCELLANEOUS:** (a) Choice of Law: This Agreement and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed construed, and enforced in accordance with Federal law and the laws of the state of in which we (or if we assign this Agreement, our assignee) maintain(s) our (its) principal place of business (without regard to the conflict of laws principles of such state). The Parties agree that any dispute under this Agreement shall be adjudicated in a federal or state court located within the state in which we (or if we assign this Agreement, our assignee) maintain(s) our (its) principal place of business. You consent to the personal jurisdiction of such courts, waive any objection relating to improper venue or forum non conveniens, and waive any right to transfer venue. (b) Jury Trial: BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT. (c) Entire Agreement: The Agreement constitutes the entire agreement between you and us relating to our financing of the Products and supersedes all prior agreements; (d) Enforceability: If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions shall continue to be effective; (e) Amendment: This Agreement may not be modified or amended except in writing and signed by you and us. You agree however, that we are authorized, without notice to you, to supply missing information, such as serial numbers, or correct typographical, immaterial, or obvious errors in this Agreement provided that such change does not materially alter your obligations under this Agreement. (f) Notice: All notices shall be in writing and shall be delivered to the appropriate party personally, by private courier, by facsimile transmission or by mail, postage prepaid, at its address shown herein or to such other address as directed in writing by such party. (g) Usury: It is the express intent of both of us not to violate any applicable usury laws or to exceed the maximum amount of interest permitted under applicable law and any excess payment will be applied to the payments in inverse order of maturity, and any remaining excess will be refunded to you. (h) Prepayment: Prepayment or early termination is not permitted except at such time and on such terms and conditions as we may agree. (i) NSF: We may also charge you \$25.00 for each returned check or if an ACH debit is not honored by your bank. (j) Restrictive Endorsements: You agree that any restrictive endorsement (such as "payment in full", "final payment" or otherwise) on any check submitted in payment for this Agreement shall have no force and effect and that we may cash the check and apply the proceeds without prejudice to our rights under this Agreement. (k) Purchase Orders: You agree that any purchase orders issued by you in conjunction with this Agreement are issued solely for your administrative purposes and no terms or conditions contained the purchase order will change or modify the terms and conditions of this Agreement. (l) Uniform Commercial Code: You authorize us to file a Uniform Commercial Code ("UCC") financing statement with respect to the Equipment and the Software. (m) Further Assurances: You will promptly execute and deliver to us such further reasonable documents (including without limitation, UCC financing statements), and take such further reasonable action (including without limitation, obtaining landlord or mortgagee's waivers and consents), as we may request in order to more effectively carry out the intent and purposes of this IPA or an assignment of our interest herein.



## IPA - Schedule A

## Client Information

Town of Munster

COMPANY NAME (FULL LEGAL NAME)

Dustin Anderson

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**BILLING CONTACT**

1005 Ridge Rd.

ADDRESS

Munster

IN

46321

CITY

STATE

ZIP

Danderson@munster.org

EMAIL

219-836-6905

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PHONE

FAX

AGREEMENT NUMBER

EFFECTIVE DATE

### Product Description - Schedule A

Quantity

Serial Number

### Location

Client Authorized Signature

Date Signed \_\_\_\_\_

Printed Name

Title



## Acceptance and Authorization to Fund Certificate

### Obligor Information

Obligor Name

Agreement Number

Obligor requests and authorizes \_\_\_\_\_ (Lender) to fund Impact the amounts listed on the Obligor's invoice, which amount(s) are shown on the above referenced Agreement notwithstanding that some or all of the Products and/or Services may have not yet been delivered or performed and that Obligor's obligation to repay the amounts advanced hereunder are absolute and unconditional, and Obligor cannot withhold, set off or reduce such payments for any reason, including non-performance of Services or delivery of the Products. Obligor requests that Lender pay the Supplier and Obligor acknowledges that monthly payments will commence.

Delivery of an executed copy of this Acceptance and Authorization to Fund Certificate by facsimile, email or any other reliable means is as effective for all purposes as delivery of a manually executed copy. Obligor understands that Lender may maintain a copy of this Acceptance and Authorization to Fund Certificate in electronic form and agrees that a copy produced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

By signing below, Obligor represents and warrants that Obligor's name, as set forth in the signature block below, is Obligor's exact legal name and the information identifying Obligor's state of organization is true, accurate and complete in all respects.

Obligor Signature

Date

Print Obligor's Name

Print Obligor's Title

### For Impact Use Only

Name of person verifying delivery and acceptance of Certificate

Signature of employee who made telephone verification

Date of verification