Master Service Agreement (MSA)

CLIENT INFORMATION

Town of Munster
COMPANY FULL LEGAL NAME (CLIENT)

Dustin Anderson
CLIENT CONTACT

1005 Ridge Road
COMPANY ADDRESS

Munster | IN | 46321
CITY | STATE | ZIP

danderson@munster.org
CLIENT EMAIL

+1219-836-6905 | N/A
CLIENT PHONE | CLIENT FAX

CLIENT FEDERAL TAX ID # | EFFECTIVE DATE OF CLIENT FEDERAL TAX ID #

IMPACT INFORMATION

Impact Networking Indiana, LLC (IN)
IMPACT FULL LEGAL NAME

Eric Claussen | Daniel LeCompte
IMPACT ACCOUNT MANAGER | IMPACT BRANCH MANAGER

2929 Carlson
IMPACT ADDRESS

Hammond | IN | 46323
CITY | STATE | ZIP

eclaussen@impactnetworking.com
IMPACT ACCOUNT MANAGER EMAIL

+1219-989-6650 | N/A
IMPACT PHONE | IMPACT FAX

EFFECTIVE DATE OF THIS AGREEMENT

5/4/2020

MSA NUMBER

TERMS AND CONDITIONS

This Master Service Agreement (MSA) is entered into as of the Effective Date stated above by and between "Client" and "Impact".

This MSA consists of (a) this "Cover Page", (b) the "Terms and Conditions", (c) "Client Contact Information", (d) "Impact Contact Information", (e) "Supplemental Terms and Conditions and Signature Page", (g) "Statements of Work (SOW)" and any schedules or annexes attached to any of the foregoing, all of which are hereby incorporated into this Agreement by reference and collectively comprise this Agreement (collectively referred to as this "Agreement").

1. Deliverables

(a) **General.** Impact, itself and through its Affiliates (as defined below), agrees to provide to Client, and Client agrees to obtain from Impact, the services ("Services") and products ("Products") (collectively, "Deliverables") described in the Supplements and Statements of Work (SOWs), subject to the terms set forth in this Agreement and in the applicable Supplement (as defined in Section 1(b) below). "Affiliate" means an entity that controls, is controlled by, or is under common control with a party, where "control" means the direct or indirect ownership of more than 50% of the voting securities of such entity.

(b) **Additional Entities and Deliverables.** The parties or their Affiliates may add Deliverables to this Agreement by mutually agreeing to enter into a new Supplement, SOW, schedule ("Schedule") or change order ("Change Order") to this Agreement (collectively, "Supplements"). Each Supplement will be deemed to incorporate all of the terms of this Agreement. Use of the term "Supplement" throughout this Agreement shall include any schedules attached to such Supplement. Supplements attached as of the Effective Date are listed above. When Deliverables are received by an Affiliate of Client or provided by an Affiliate of Impact under a Supplement, then for the purposes of that Supplement, references to "Client" or "Impact" in this Agreement will be deemed to include the applicable Affiliate of Client or Affiliate of Impact. An Affiliate's execution of an amendment or Supplement to receive or provide Deliverables hereunder shall constitute such Affiliate's agreement to be bound by the terms of this Agreement.

2. Fees for Deliverables

(a) **General.** Client agrees to pay Impact: (i) fees for Deliverables as specified in the Supplements, (ii) out-of-pocket and other additional charges pursuant to Section 10(i), and (iii) Taxes (as defined in Section 2(b)). Fees payable under the Supplements are subject to increases, but in no event shall fee increases exceed 15% annually.

(b) **Taxes.** Client is responsible for the payment of all sales, use, excise, value added, withholdings and other taxes and duties however designated that are levied by any taxing authority relating to the Deliverables (including, without limitation, personal property taxes accessible on any equipment) ("Taxes") and fees charged relative to this Agreement. Client agrees to reimburse Impact for all amounts paid or payable by Impact in discharge of the Taxes. Client shall not be responsible for Taxes based on Impact's income.

(c) **Payment Terms.** Accurately invoiced amounts are due and payable upon Client's receipt of such invoice or as otherwise set forth in the Supplements. If any accurately invoiced amounts remain unpaid 30 days after Client's receipt of invoice, Client shall pay a monthly late charge based on the unpaid amounts equal to the lesser of 1.5% or the highest amount allowed by law until such amounts are paid in full (unless otherwise set forth in the Supplements). Client shall neither make nor assert any right of deduction or set-off from amounts accurately invoiced. In the event Client disputes any invoiced amounts paid to Impact, it shall deliver to Impact a written notice setting forth the reasons for such dispute and attaching any evidence supporting such claim. Impact shall have 30 days to respond to such dispute notice by either (i) providing to Client a written response and supporting evidence rejecting such dispute, or (ii) refunding the appropriate amounts to Client. Any invoiced amount submitted by Impact shall be deemed accurate unless Client provides a written dispute notice in accordance with this Section 2(d) prior to the due date for payment of such invoiced amount.

3. Pass-Through Terms

Client understands that the certain Deliverables, including third party software and hardware, are subject to pass through terms, conditions, end user licensing agreements and fees imposed by a third party licensor or supplier thereof. In the event that any such licensor or supplier modifies the terms or fees for such Deliverable, Impact shall be entitled to pass-through such changes to Client without written notice thereof.

4. Proprietary Rights

(a) Except as otherwise expressly set forth in a Supplement, all right, title, and interest in and to the Deliverables, Product and Services, and any intellectual property rights embodied therein, together with any enhancements, improvements, or modifications made thereto (collectively, "Impact Technology"), is and will remain the sole and exclusive property of Impact and its licensors. Except for the rights specifically granted in this Agreement or a Supplement, Client is granted no rights in or to the Impact Technology, and use of terms like "purchase" in conjunction with licenses to use Impact Technology shall not imply a transfer of ownership.

(b) Except as otherwise expressly set forth in a Supplement, Impact and third party licensors and suppliers of the Products are hereby granted a royalty-free, fully-paid, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its Products and Services any information, data, suggestions, enhancement requests, recommendations or other feedback provided by Client or its users relating to the Products and Services.

(c) Except as otherwise expressly set forth in a Supplement, Client retains all right, title, and interest in and to the electronic data or information submitted by Client or its users to the Products or Services ("Client Data"). Client hereby grants Impact and its Affiliates a worldwide, non-exclusive right and license to reproduce, use, distribute and display the Client Data as necessary to provide the Products and Services during the term of this Agreement.

(d) Nothing in this Agreement shall grant Client any right to use the trademarks of Impact. During the term of this Agreement, Impact may reasonably use Client's name and trademarks to identify Client as a client of Impact and a user of the Products and Services, including in printed promotional materials and online materials, provided that all tangible, written or online uses are pre-approved by Client.

5. Limitations

(a) **No Warranties; Express or Implied.** IMPACT AND ITS AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE

(b) **Third Party Components.** IMPACT MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY COMPONENTS IN ANY PRODUCTS. IMPACT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUALITY OF INFORMATION, QUIET ENJOYMENT AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE THIRD PARTY COMPONENTS. YOU

SHOULD CONSULT THE RESPECTIVE VENDOR OR MANUFACTURER OF THE THIRD PARTY COMPONENT FOR WARRANTY AND PERFORMANCE INFORMATION. IMPACT WILL ASSIST CLIENT WITH ANY WARRANTY CLAIMS TO BE MADE AGAINST ANY THIRD PARTY COMPONENT INCLUDED IN THE PRODUCTS.

(c) **Limitation of Liability.** IMPACT AND ITS AFFILIATES WILL NOT BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY PERSONAL INJURY OR INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, DATA OR PROFIT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IMPACT, ITS AGENTS AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE DELIVERABLES'S COMPLIANCE WITH LAWS AND REGULATIONS SPECIFICALLY APPLICABLE TO ANY USER OR INDUSTRY AND DISCLAIMS ALL LIABILITY ASSOCIATED THEREWITH. IMPACT DISCLAIMS ANY DUTIES OF A BAILEE, AND YOU HEREBY WAIVE ALL RIGHTS AND REMEDIES OF A BAILOR (ARISING UNDER COMMON LAW OR STATUTE), RELATED TO OR ARISING OUT OF ANY POSSESSION, STORAGE, TRANSMISSION OR SHIPMENT OF CONTENT BY OR ON BEHALF OF IMPACT. WITH THE EXCEPTION OF CLIENT'S PAYMENT OBLIGATIONS, NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, PERFORMING SERVICES AT A LOCATION DEEMED BY IMPACT AS HAZARDOUS TO HEALTH AND SAFETY, LABOR DIFFICULTIES, IMPROPER TRANSPORTATION, ACTS OF GOD, ACTS OF CIVIL OR MILITARY AUTHORITY, FIRE, FLOOD, STRIKES, WAR, EPIDEMICS, PANDEMICS OR SHORTAGE OF POWER, TELECOMMUNICATIONS OR INTERNET SERVICE INTERRUPTIONS ("FORCE MAJEURE EVENTS"). THE PARTY EXPERIENCING THE FORCE MAJEURE EVENT AGREES TO GIVE THE OTHER PARTY NOTICE PROMPTLY FOLLOWING THE OCCURRENCE OF A FORCE MAJEURE EVENT, AND TO USE DILIGENT EFFORTS TO RE-COMMENCE PERFORMANCE AS PROMPTLY AS COMMERCIALLY PRACTICABLE.

(d) **Limitation on Remedies.** IN NO EVENT SHALL IMPACT'S AND ITS AFFILIATES' LIABILITY UNDER THIS AGREEMENT EXCEED THE ACTUAL CONSIDERATION PAID BY CLIENT CORRESPONDING TO SUCH DELIVERABLE. IN THE EVENT OF A BREACH OF THE AGREEMENT BY IMPACT, CLIENT'S REMEDIES ARE LIMITED TO, AT IMPACT'S ELECTION, THE RETURN OF THE RELEVANT FEES PAYABLE HEREUNDER OR THE REPLACEMENT OR REPAIR OF THE RELEVANT DELIVERABLES.

6. Indemnification

Impact will defend (at its expense) Client and its Affiliates, agents, representatives, and employees against any third party claims, and indemnify and hold harmless the such indemnified parties from any loss, costs, expenses (including reasonable attorneys' fees) or damages incurred by such indemnified parties in connection therewith ("Losses"), to the extent arising from any allegation that the Impact Technology infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of any third party. The foregoing indemnity shall not apply to any infringement or misappropriation claim to the extent arising from (i) content, data or materials provided by Client or any third party, including Client Data; (ii) the modification of any Deliverables, Product or Services by parties other than Client or its Affiliates; or (iii) the combination of the Deliverables, Product or Services with other products, materials or services not provided by Impact – the Deliverables, Product or Services provided by Impact by themselves being non-infringing. Except for the foregoing, Client agrees to defend Impact and its Affiliates, agents, representatives, and employees from and against any third party claims and indemnify and hold harmless such indemnified parties from related Losses arising from : (a) content, data or materials provided by Client or its Affiliates, including Client Data; (b) Client's breach of this Agreement; or (c) Client's or its users' use of the Deliverables, Product or Services, excluding, however, any of the foregoing resulting solely from the gross negligence or willful misconduct of Impact or its Affiliates, agents, representatives or employees.

7. Default

Client shall be in default under this Agreement if Client: (i) fails to make any payment to Impact or its agent within ten days of when due or (ii) breaches any other term or condition included in this Agreement and Client fails to cure any such breach within ten days ("Default Events"). If a Default Event occurs, Impact may, in addition to other remedies, (i) refuse to provide any Deliverables until payment in full, including any late payment fees, are made; (ii) declare any and all sums (including penalties) which are due under the terms of this Agreement to be immediately due, (iii) furnish Deliverables on a cash on delivery "per call" basis at published rates; (iv) terminate this Agreement without advance notice; and/or (v) exercise any and all other remedies to which it may be entitled. The Client agrees to pay Impact for all costs and expenses, including reasonable attorney's fees, incurred by Impact in establishing or enforcing its right hereunder.

8. Term and Termination

(a) **Term.** This Agreement shall be effective on the Effective Date and shall remain in effect until the term of all outstanding Supplements have expired or such Supplements have terminated, unless otherwise terminated as provided herein. The term for Deliverables may be set forth in the applicable Supplement. A Supplement that does not state a term will be effective from its last date of execution until terminated in accordance with this Agreement or the Supplement. All Supplements are non-cancellable by the Client upon execution by the Client, unless otherwise permitted in the applicable Supplement.

(b) **Termination.** In addition to termination rights set forth in any Supplement: (i) If a Default Event occurs, Impact may terminate this Agreement. (ii) If Client (A) is the subject of a dissolution, reorganization, insolvency or bankruptcy action or (B) suffers the appointment of a receiver, conservator or trustee, Impact may terminate this Agreement. In the case of clause (A) or (B) proof of such action or appointment must be provided to Impact within 30 days. (iii) Impact may terminate this Agreement and any Supplement with 90 days' written notice to the Client.

(c) **Remedies.** Remedies contained in this Section 8 are cumulative and are in addition to the other rights and remedies available to Impact under this Agreement, by law or otherwise.

(d) **Post-Termination Obligations.** Impact will continue to provide certain services following the effective date of any termination subject to compensation at Impact's then hourly rates. Impact will cooperate with Client to provide for an orderly transition of Impact's services to Client at the time of any such termination. Promptly after the date of any such termination Impact will render a final billing to Client and Client will pay the same.

9. Privacy Policy and Acceptable Use

(a) **Privacy Policy.** Impact's privacy policy is located at https://impactmybiz.com/privacy-policy and is hereby incorporated into this Agreement by reference. Impact reserves the right to modify the privacy policy from time to time.

(b) **Acceptable Use.** Impact may determine, in its reasonable discretion, whether Client is violating the Acceptable Use policies for certain Products or Services. Using Products or Services in an abusive manner or any other manner that diminishes or interferes with anyone else's use or enjoyment of Products or Services is prohibited. Client also may not use Services for any illegal activities or purposes, intentionally or unintentionally. Client is responsible for all activity occurring under Client user accounts, and Client agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Client's use of Products and Services. Client represents and warrants that in connection with the use of the Products, Client: (i) will comply with all export laws, restrictions, national security controls, and regulations of the United States or other applicable authority; (ii) will not export or re-export or allow the export or re-export of the Products in violation of any such export laws, restrictions, controls or regulations. Client must: (i) notify Impact immediately of any unauthorized use of any password or account or any other known or suspected breach of security; and (ii) report to Impact immediately and use reasonable efforts to stop immediately any inappropriate copying or distribution of information that is known or suspected by Client.

10. General.

(a) **Binding Agreement.** This Agreement is binding upon the parties, their participating Affiliates, and their respective successors and permitted assigns.

(b) **No Assignment.** Neither party may sell, transfer, or assign its rights or obligations under this Agreement without the express written consent of the other party. Any attempt to do so without such consent will be null and void. Notwithstanding the foregoing, Impact may, without Client's consent, assign this Agreement and its rights and obligations hereunder in connection with (i) a merger, combination, consolidation or similar business combination involving Impact, (ii) a sale of all or substantially all of Impact's assets, (iii) transfer to an Affiliate of Impact, or (iv) a sale of a majority of Impact's outstanding voting securities.

(c) **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals and communications, whether written or oral, concerning the subject matter of this Agreement. Impact shall not be bound by any modification or waiver of this Agreement unless agreed to in writing by an authorized representative of each party. If the terms of any Supplement conflict with the terms of this Agreement, the Supplement expressly shall control. If the terms of any Schedule conflict with the terms of the Supplement to which such Schedule is attached, the terms of the Schedule shall control.

(d) **Severability.** If any provision, clause or section of this Agreement is adjudicated by a court of competent jurisdiction to be illegal, void, invalid or unenforceable, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, all remaining provisions, clauses and sections shall remain in full force and effect. The parties agree that any invalid provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent and economic terms of the invalid provision.

(e) **Dispute Resolution.** Before initiating legal action against the other party relating to a dispute herein in accordance with Section 10(g), the parties agree to work in good faith to resolve disputes and claims arising out of this Agreement. To this end, either party may request that each party designate an officer or other management employee with authority to bind such party to meet to resolve the dispute or claim. If the dispute is not resolved within 30 days of the commencement of informal efforts under this paragraph, either party may pursue formal legal action. This paragraph will not apply if expiration of the applicable time for bringing an action is imminent and will not prohibit a party from pursuing injunctive or other equitable relief to which it may be entitled.

(f) **Governing Law.** This Agreement shall be interpreted, enforced, governed and construed exclusively according to the laws of the State of Illinois.

(g) **Forum; Venue; Jury Trial Waiver.** The parties agree that any dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the State and/or Federal Courts of Illinois. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in State Court, the Circuit Court of Cook County, Illinois shall have exclusive jurisdiction over such dispute. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in Federal Court, the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over such dispute. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

(h) **Attorney's Fees and Litigation Costs.** In the event of a claim or litigation arising from or relating to the subject matter of this Agreement, and if Impact prevails in such claim or litigation, the Client shall reimburse Impact for all attorney's fees and costs resulting therefrom.

(i) **Additional Charges.** Client shall pay travel and living expenses and other out-of-pocket expenses reasonably incurred by Impact in connection with the Deliverables. As applicable, such out-of-pocket expenses shall be incurred in accordance with Impact's then-current corporate travel and expense policy. Except as expressly provided in a Supplement, the parties agree that no Impact travel is anticipated with regard to the initial installation and implementation of the Deliverables set forth herein as of the Effective Date.

(j) **Notices.** Any notice to be given under this Agreement will be in writing, will be deemed given upon receipt, and will be delivered in person, by e-mail or by overnight delivery service with proof of delivery, to the address set forth in this Agreement or the relevant Supplement (or such other address previously designated by the receiving party by written notice) to the attention of the receiving party's designated primary contact. Any notice to be given under this Agreement shall be provided in accordance with the contact information contained in this Master Service Agreement.

(k) **No Waiver.** The failure of Impact to insist on strict performance of any of the provisions hereunder shall not be construed as the waiver of any subsequent default of a similar nature.

(l) **Survival.** All rights and obligations of the parties under this Agreement that, by their nature, do not terminate with the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

(m) **Personnel.** Client agrees that it shall not solicit the employment of, employ, or contract with, any current or former Impact personnel with whom the Client had contact, either individually or through another party, employee, or other, for a period of one year following the termination of this Agreement.

(n) **Independent Contractor.** Impact and Client are and will remain independent contractors. This Agreement does not constitute a partnership. Neither party is a franchisee, agent or legal representative of the other for any purpose, and neither party has the authority to act for, bind or make commitments on behalf of the other.

(o) **Publicity.** Client and Impact shall have the right to make general references about each other and the type of Deliverables being provided hereunder to third parties, such as auditors, regulators, financial analysts, and prospective clients and Clients, provided that in so doing Client or Impact does not breach any of the confidentiality obligations of this Agreement. Impact may issue a press release regarding this Agreement, including its renewal and the addition of Deliverables, subject to Client's review and approval, which shall not be unreasonably withheld or unduly delayed. Except as authorized herein, Client will not use the name, trademark, service mark, logo or other identifying marks of Impact or any of its Affiliates in any sales, marketing, or publicity activities, materials, or website display without the prior written consent of Impact.

(p) **No Third Party Beneficiaries.** All of the provisions of this Agreement are solely for the benefit of the parties hereto, and none of the other provisions of this entire Agreement shall inure to the benefit of any person not a party to this Agreement, and third parties shall have no rights hereunder.

(q) **Approval Requirement.** This Agreement shall not be binding on Impact until approved by an officer of Impact.

(r) **Counterparts; Signatures.** This Agreement and any Supplements hereto may be executed in counterparts, each of which shall be deemed an original and which shall together constitute one instrument. Signatures transmitted by facsimile or electronically (including via PDF or similar file delivery method) shall have the same effect as an original signature.

Master Service Agreement

CLIENT CONTACT INFORMATION

NOTICES

Town of Munster
CLIENT COMPANY NAME

Dustin Anderson
CLIENT FIRST AND LAST NAME

1005 Ridge Road
CLIENT ADDRESS

Munster | IN | 46321
CITY | STATE | ZIP

danderson@munster.org
CLIENT EMAIL

+1219-836-6905 | N/A
CLIENT PHONE | CLIENT FAX

BILLING

Sames as above
CLIENT COMPANY NAME

CLIENT FIRST AND LAST NAME

CLIENT ADDRESS

CITY | STATE | ZIP

CLIENT EMAIL

CLIENT PHONE | CLIENT FAX

TECHNICAL

Same as above
CLIENT COMPANY NAME

CLIENT FIRST AND LAST NAME

CLIENT ADDRESS

CITY | STATE | ZIP

CLIENT EMAIL

CLIENT PHONE | CLIENT FAX

IMPACT CONTACT INFORMATION

NOTICES

Impact Networking, LLC
IMPACT COMPANY NAME

Contracts Department
IMPACT FIRST AND LAST NAME

13875 West Boulton Boulevard
IMPACT ADDRESS

Lake Forest | IL | 60045
CITY | STATE | ZIP

madept@impactnetworking.com
IMPACT EMAIL

847-785-2250 | 847-785-2251
IMPACT PHONE | IMPACT FAX

BILLING

SELECT
IMPACT COMPANY NAME

Accounts Receivable
IMPACT FIRST AND LAST NAME

75 Remittance Drive, | Suite # | SELECT
IMPACT ADDRESS

Chicago | IL | 60675
CITY | STATE | ZIP

ar@impactnetworking.com
IMPACT EMAIL

847-785-2250 | 847-785-2251
IMPACT PHONE | IMPACT FAX

TECHNICAL

SELECT
IMPACT COMPANY NAME

IMPACT FIRST AND LAST NAME

IMPACT ADDRESS

CITY | STATE | ZIP

IMPACT EMAIL

IMPACT PHONE | IMPACT FAX

CIVILITY POLICY

Impact is committed to the highest standards of social responsibility, ethical conduct, and treating each other with courtesy and civility. Impact employees shall perform with the highest level of integrity, transparency, and civility. This Civility Policy ("Policy") describes the expectations of Impact towards its clients and other entities with which it conducts business (collectively, "Clients"). Impact expects its Clients to operate in accordance with the principles in this Policy and in full compliance with all applicable laws and regulations. This Policy should be understood as a framework of minimum requirements which are applicable in the vast majority of situations. Impact recognizes the variety of legal and cultural environments in which Clients operate.

1. Ethics

Impact expects the highest standards of ethical conduct in all of its endeavors. Impact employees and Clients shall always be ethical in every aspect of their business, including relationships, practices, sourcing, and operations. Impact and its Clients commit to the following:

- **Discrimination.** Impact and Clients shall not discriminate against any worker based on age, disability, ethnicity, sexual orientation, gender, marital status, national origin, race, religion, political affiliation, or union membership, in hiring and other employment practices.
- **Harassment**. Impact and Clients shall commit to a workplace free of harassment and abuse.
- **Civility.** Impact and Clients shall behave in a manner that engenders mutual respect, treating each other with courtesy and civility regardless of position or status. Rude, disrespectful behavior is unwelcome and will not be tolerated.
- **Safe Place to Work.** Impact and Clients will provide their employees or contractors with a working environment which meets the highest standards of health and safety regulations or at minimum, local legislation, and is also free of any moral pressure.
- **Integrity.** Impact and Clients shall not engage in corruption, extortion, embezzlement, or bribery to obtain an unfair or improper advantage. Impact and Clients shall promote fair dealing practices. Impact and Clients shall abide by all applicable anti-corruption laws and regulations of the countries in which it operates, including the Foreign Corrupt Practices Act and applicable international anti-corruption laws and conventions.

2. Corrective Action Process

Impact holds its employees and Clients accountable to this Policy and Clients shall maintain and implement procedures for timely correction of any deficiencies or violations. In the event of repeated deficiencies or violations, at Impact's reasonable determination, Customer shall appoint alternative point of contact personnel for future interactions with Impact.

This Policy is intended to promote mutual respect, civility and orderly conduct among Impact, Impact employees, and Clients. ***This Policy is not intended to deprive any person of his or her right to freedom of expression, but only to maintain a safe, harassment-free workplace.***

INCLUDED SUPPLEMENTS

- ☒ **Supplement A.** Managed IT - Complete Care Services Terms and Conditions
- ☐ **Supplement B.** Managed IT - Select Services Terms and Conditions
- ☐ **Supplement C.** Managed IT - INC Subscription Agreement
- ☒ **Supplement D.** Managed IT - Data Backup & Disaster Recovery Terms and Conditions
- ☐ **Supplement E.** Managed IT - Cybersecurity Services Terms and Conditions
- ☐ **Supplement F.** Managed Process Optimization Terms and Conditions
- ☐ **Supplement G.** Enterprise Solutions Terms and Conditions
- ☐ **Supplement H.** Managed Marketing Services Terms and Conditions
- ☐ **Supplement I.** Software Maintenance and Upgrade Agreement (SMUA)
- ☐ **Supplement J.** Print Maintenance Agreement
- ☐ **Mutual Non-Disclosure Agreement**

AGREEMENT

Client and Impact acknowledge that they have read this Agreement, have caused this Agreement to be duly executed by their respective authorized representatives, and hereby agree as set forth herein.

CLIENT (OBLIGOR)		IMPACT	
CLIENT AUTHORIZED SIGNATURE		IMPACT AUTHORIZED SIGNATURE	
CLIENT FIRST AND LAST NAME PRINTED		IMPACT FIRST AND LAST NAME PRINTED	
CLIENT TITLE	DATE CLIENT SIGNED	IMPACT TITLE	DATE IMPACT SIGNED

impact

Supplement A

Managed IT - CompleteCare Services

CLIENT INFORMATION

Town of Munster
COMPANY FULL LEGAL NAME (CLIENT)

Dustin Anderson
CLIENT CONTACT

1005 Ridge Road
COMPANY ADDRESS

Munster | IN | 46321
CITY | STATE | ZIP

danderson@munster.org
CLIENT EMAIL

+1219-836-6905
CLIENT PHONE

CLIENT FAX

MASTER SERVICE AGREEMENT

5/4/2020
DATE

MSA NUMBER

EFFECTIVE DATES OF THIS SUPPLEMENT

5/4/2020 | 5/3/2023 | 36
START DATE | END DATE | TERM (MONTHS)

TERMS AND CONDITIONS

This Supplement A - Terms and Conditions for Managed IT CompleteCare Services (this "Supplement A") is a supplement to the Master Service Agreement indicated above (the "Agreement" between "Impact" and the "Client" indicated in the Agreement.) Impact and Client may sometimes be referred to as a "Party."

Pursuant to this Supplement A and the associated Statement of Work (SOW) and associated Coverage Agreements, Impact agrees to furnish the Client certain Managed IT services. Any additional services beyond those outlined in the associated SOW, additional SOWs or outside the scope of this Supplement A will require a Change Order Request.

This Supplement A is non-cancellable for the term specified herein, except as provided herein. The additional terms and conditions on the reverse side hereof are incorporated in and made part of this Supplement

A. Payment

Unless set forth otherwise therein, all recurring charges shall be billed monthly in advance in order to avoid lapse of coverage from Impact and any software toolset. Unless otherwise set forth in this Supplement A or the Onboarding SOW, non-recurring charges will be billed in arrears, with payments of undisputed amounts due within 30 days following Client's receipt of invoice. Freight is not included in the charges and shall be charged to the Client as applicable for supplies.

Impact will not begin performing services hereunder until payment for the first and last month of services to be performed hereunder has been received.

Support Services

The charges established by this Supplement A include payment for maintenance and repair work performed by Impact (the "Services") during Normal Business Hours, as defined below, for support of the number of covered devices and users listed under Coverage Totals. "Maintenance" is defined as any assistance in troubleshooting or correcting any performance issue or instances directly related to Covered Devices and Covered Users managed by Impact, and all aspects of the support program listed in this Supplement A, which will include inspections, adjustments, software updates, patches, virus protection or removal, and assistance with manufacturer warranty repair required for the proper operation as determined by Impact, but does not include expansion, in any form, of the original solution as described in the Onboarding SOW or Proposal. Examples of expansion include but are not limited to additional computer(s), laptop(s), server(s), network appliance(s), new users, workflow expansion, new device configuration, etc.

This Supplement A covers the labor and software licensing to perform the necessary work. This Supplement A does not include hardware, operating system, or third-party software costs.

This Supplement A is designed to provide the Services based on a fixed cost on a monthly basis. This does not mean that other costs may not be incurred. Additions and Client requested changes will be billed on an additional project basis. Unless otherwise agreed to by Impact, adding devices or users will require a change order request to be submitted to Impact. Additional devices and users may result in an increased/decreased charges as evaluated and tuned-up on a quarterly basis.

Coverage Under this Supplement A

The hours of operation for Impact are: 7:00 AM to 8:00 PM, Central Standard Time, (Monday through Friday), excluding holidays (the "Normal Business Hours").

Please call our Support Hotline at 1-866-964-5050 or go to www.ImpactMyBiz.com/Support.

In the event of emergency/after-hours support requests, Impact will make commercially reasonable efforts to provide phone support services within 1 hour from the time Client makes the initial request to the Support Hotline listed listed above. The decision to perform a software upgrade shall be at the sole discretion of Impact.

Remote Diagnostics

Prior to an on-site response, personnel from Impact may attempt to resolve any issue via remote-access, web-based software. In the event that this is necessary, Client agrees to provide any assistance necessary in diagnosing and resolving any issues. Client authorizes Impact to utilize remote diagnostic services in order to solve necessary support items, and Client agrees that Impact shall not be held liable for any software or network failures during any remote diagnostic sessions.

On-Site Response

If Impact personnel are unable to resolve issues via telephone/ remote support, an on-site visit to the Client location may be required. In the event that an on-site visit is required, Client agrees to provide Impact personnel with any resources necessary to resolve any open issue in a timely manner.

Service Hours and Fees

Hourly fee for services not covered by this Supplement A or for on-site support on an unscheduled or emergency basis are $300 per hour plus a $150 per trip travel charge.

Scope Exclusions

No guarantee of repair time under this Supplement A can be made. No representative of Impact is authorized to give a binding completion time for any service performed under this Supplement A, and any representation of a completion time will be considered only an estimate. Impact is not responsible for third party vendor costs and Client shall pay for vendor costs subject to Client's approval of any amounts exceeding $250 in Client's sole discretion.

This Supplement A does not cover damage to any equipment or its parts arising out of Client's misuse, Client's abuse, Client's negligence, Client's incorrect power and/or outlet, or causes beyond Impact's reasonable control are not covered. In addition, Impact may terminate this Supplement A in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed or approved by Impact.

This Supplement A does not cover costs including but not limited to:

(1) Any and all costs for replacement parts required due to Client's use, new system additions and/or related equipment and add-ons, and/or new software / licensing additions.

(2) Devices or Users not listed under Coverage Tools,

(3) Project-based labor,

(4) Programming (modification of software code) and software maintenance, or

(5) End user applications training

Limited Warranty

Impact cannot guarantee against the following and hereby expressly disclaims any problems relating to or arising out of:

(1) software or hardware that was unknown to Impact it prior to installation.

(2) "virus" or any other code designed or intended to have, or capable of: (x) disrupting, disabling, harming, or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (y) damaging or destroying any data or file without the user's consent

(3) equipment failure, whether or not the equipment was provided by Impact.

(4) operator or company error, including improper care of equipment.

TERMS AND CONDITIONS

Suspension of Service

Impact may suspend Services without liability if: (a) Impact reasonably believes that the use of the Services violates law or this Agreement, infringes the intellectual property rights of a third party or poses a threat to Impact's systems, equipment, processes, business or intellectual property; (b) Client does not cooperate with Impact's reasonable investigation of any suspected violation of this Agreement; (c) there is an attack on Client's IT system, Client's server is accessed or manipulated by a third party without Client's consent, or there is another event for which Impact reasonably believes that the suspension of Services is necessary to protect the Impact network or Impact's other Clients; or (e) if otherwise required by law. Impact will give Client notice of suspension of at least twenty-four hours unless Impact determines in Impact's reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect Impact, its Clients or others.

Chronically Failing Devices

Equipment belonging to the Client which has initially passed minimum standard requirements for the Services may be subject to chronic failure resulting in user and business interruption despite repair ("Chronically Failing Device"). Impact, in its sole discretion, may identify such Chronically Failing Devices and Client agrees to work constructively and positively work with Impact to consider replacement of the Chronically Failing Device at additional cost through Impact.

Term

This Supplement A will be valid for the term stated on the front of this Supplement A. This Supplement A will automatically renew on the same terms and charges for periods of one year unless prior written notice of termination is given by either party not less ninety (90) days prior to the expiration of the then current term. A corresponding invoice shall be issued for the renewal of this Supplement A when the associated cost is above and beyond any normal payments agreed upon at the inception of the support solution. This Supplement A is subject to annual increases of no more than 15% without prior notice to Client.

Client Responsiblities

Client will use reasonable security precautions in light of Client's use of the Services, including encrypting any information sent to or from the Services or an Impact device which: (a) identifies an individual, such as name, social security number or other government issued number, date of birth, address, telephone number, biometric data, mother's maiden name; (b) is "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, § 6809(4); (c) is "protected health information" as defined in the Health Insurance Portability and Accountability Act found at 45 CFR §160.103; or (d) is other personally identifiable information. Impact will make tools available to Client to implement such security precautions.

Client is responsible for its use of the Services. Client is responsible, without limitation, for obtaining appropriate permission to use, store, transmit and access any data, documentation, information or other materials stored on or used with the Services. Client is responsible for use of the Services by any third party to the same extent as if Client were using the Services itself.

Client warrants that all copies of software provided by Client and used by Client on Impact hardware or with the Services are properly licensed. Client will defend, indemnify and hold harmless Impact and its partners, its directors, officers, owners, employees and agents from and against all claims, suits, proceedings, costs, and expenses (including, without limitation, attorneys' fees) arising from or related to any software provided by Client.

Client will maintain the appropriate support/maintenance agreement for all critical line of business (LOB) applications. Failure to keep the appropriate support and maintenance agreements current with LOB vendors could result in direct charges to client for support of said applications. This may also limited Impact's ability to support the applications or keep them up to date with service and security patches.

AGREEMENT

Client and Impact acknowledge that they have read this Supplement A, have caused this Supplement A to be duly executed by their respective authorized representatives, and hereby agree as set forth herein.

CLIENT (OBLIGOR)

CLIENT AUTHORIZED SIGNATURE

CLIENT FIRST AND LAST NAME PRINTED

CLIENT TITLE

DATE CLIENT SIGNED

IMPACT

IMPACT AUTHORIZED SIGNATURE

IMPACT FIRST AND LAST NAME PRINTED

IMPACT TITLE

DATE IMPACT SIGNED

impact

Supplement D

Managed IT - Data Back-up & Disaster Recovery

CLIENT INFORMATION

Town of Munster
COMPANY FULL LEGAL NAME (CLIENT)

Dustin Anderson
CLIENT CONTACT

1005 Ridge Road
COMPANY ADDRESS

Munster | IN | 46321
CITY | STATE | ZIP

danderson@munster.org
CLIENT EMAIL

+1219-836-6905
CLIENT PHONE | CLIENT FAX

MASTER SERVICE AGREEMENT

5/4/2020
DATE

MSA NUMBER

EFFECTIVE DATES OF THIS SUPPLEMENT

5/4/2020 | 5/3/2023 | 36
START DATE | END DATE | TERM (MONTHS)

TERMS AND CONDITIONS

This Supplement D - Terms and Conditions for Managed IT - Data Back-up and Disaster Recovery (this "Supplement D") is a supplement to the Master Service Agreement indicated above (the "Agreement" between "Impact" and the "Client" indicated in the Agreement.) Impact and Client may sometimes be referred to as a "Party."

This Supplement D for software, hardware, and services (the "Products") rendered for the purpose of Backup and Disaster Recovery ("Backup") between Impact and Client (as listed above and herein after referred to as "Client") for the length of the term stated on this Supplement D.

This Supplement D is non-cancellable for the term specified herein, except as provided herein. The additional terms and conditions on the reverse side hereof are incorporated in and made part of this Supplement D.

Payments

All contracts are minimum annual agreements are billed monthly in advance in order to avoid lapse of coverage from Impact Networking, LLC ("Impact"). This Supplement D and the associated Statement of Work (SOW) is subject to annual increases no more than 15% without prior notice to Client. This Supplement D automatically renews for a subsequent one-year term beginning on the day immediately following the end of the initial term unless either party gives the other ninety (90) days' prior to the expiration of the then current term written notice of its intent not to renew this Agreement.

Coverage Under This Supplement D

The hours of operation for Impact are: 7:00 AM to 8:00 PM, Central Standard Time, (Monday through Friday), excluding holidays (the "Normal Business Hours").

Please call our Support Hotline at 1-866-964-5050 or go to www.ImpactMyBiz.com/Support.

Catastrophic Event

In the event of a catastrophe, fees for the "Disaster Recovery Service" will be $1,000 plus all applicable freight and shipment costs to deliver a new Backup device that will contain the most current data loaded at the data center. Additionally, any service required to provide access to that data is included (Bare metal Restore for example).

Certain Services

It is understood that any and all services requested by Client that fall outside of the terms of this Supplement D will be quoted and billed as separate, individual services.

Service rendered under this Supplement D does not include the hardware replacement cost and the cost associated with hardware replacement due to damage, theft or destruction.

Client understands that in order to virtualize any protected server on the local BDR device, the device must have at least 50% free space on the local drive at time of virtualization. Impact will alert and notify client when any device is past this threshold and work with client to remedy the storage overage. This may be done by removal of backup data, alteration of backup and/or retention schedule, elimination of certain data form the backup and any other means.

Data Center Backups

Replication of all local backups to the partner data center are done utilizing the clients Internet connection. There are inherent risks in the use of the Internet and electronic communications, Impact is not responsible for any delays, delivery failures or other damage resulting from such problems.

Loaned Equipment

Unless otherwise stated Client agrees that the Backup device utilized by Impact, in the execution of this service shall remain the property of Impact, and must be returned if requested. Client further agrees to cease the use of any technology that remains the property of Impact upon termination of this Supplement D. If the Backup device unit is stolen, damaged or destroyed, Client agrees to pay the full amount of the lease and the cost to obtain replacement hardware. In the case where Client has provided their own device as utilizing the Backup software, Impact will not be liable for the device failing.

Equipment & Facilities

Client agrees that Impact may utilize certain items of Client's equipment and may gain access to certain Client facilities. Client retains title and ownership in all of Client's equipment owned by Client and utilized by Impact, and must grant authority for Impact to access Client's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, Client understands that Impact may be unable to perform its duties adequately and if such a situation should exist, Impact will be held harmless.

Passwords

Client will provide access to any and all systems and resources to perform Impact's duties under this Supplement D. As such, Client will provide Impact access to any and all passwords needed to complete the backup operations

Warranty

Impact warrants that the work performed by Impact will be performed in accordance with reasonable and customary practices prevailing at the time for its business. Client acknowledges that the Backup device cannot be modified in any way (including adding software applications to the device itself or adding memory or hard drives) or the warranty and the management agreements are voided.

AGREEMENT

Client and Impact acknowledge that they have read this Supplement D, have caused this Supplement D to be duly executed by their respective authorized representatives, and hereby agree as set forth herein.

CLIENT (OBLIGOR)

CLIENT AUTHORIZED SIGNATURE

CLIENT FIRST AND LAST NAME PRINTED

CLIENT TITLE | DATE CLIENT SIGNED

IMPACT

IMPACT AUTHORIZED SIGNATURE

IMPACT FIRST AND LAST NAME PRINTED

IMPACT TITLE | DATE IMPACT SIGNED

Impact
Business Process Optimization
for Growing Companies

2929 Carlson Drive, Suite 301
Hammond, Indiana 46323

ImpactMyBiz.com
219.989.6650

Town of Munster
1005 Ridge Rd,
Munster, IN 46321

This addendum supersedes any language within the MSA

Master Services Agreement

2. **Fees and Deliverables**

(a) **General**

(a) General. Client agrees to pay Impact: (i) fees for Deliverables as specified in the Supplements, (ii) out-of-pocket and other additional charges pursuant to Section 10(i), and (iii) Taxes (as defined in Section 2(b)). ~~Fees payable under the Supplements are subject to increases, but in no event shall fee increases exceed 15% annually.~~

5. **Limitations**

(d) **Limitation on Remedies**

~~"IN NO EVENT SHALL IMPACT'S AND ITS AFFILIATES' LIABILITY UNDER THIS AGREEMENT EXCEED THE ACTUAL CONSIDERATION PAID BY CLIENT CORRESPONDING TO SUCH DELIVERABLE. IN THE EVENT OF A BREACH OF THE AGREEMENT BY IMPACT, CLIENT'S REMEDIES ARE LIMITED TO, AT IMPACT'S ELECTION, THE RETURN OF THE RELEVANT FEES PAYABLE HEREUNDER OR THE REPLACEMENT OR REPAIR OF THE RELEVANT DELIVERABLES."~~

"IN NO EVENT SHALL IMPACT'S AND ITS AFFILIATES' LIABILITY UNDER THIS AGREEMENT EXCEED THE INSURANCE PROCEEDS ACTUALLY MADE AVAILABLE TO IMPACT IN CONNECTION WITH SUCH A CLAIM."

10. **General**

(f) **Governing Law**

"This Agreement shall be interpreted, enforced, governed and construed exclusively according to the laws of the State of Indiana."

(g) **Forum; Venue; Jury Trial Waiver.**

The parties agree that any dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the State and/or Federal Courts of Indiana. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in State Court, the Circuit Court of Lake County, Indiana shall have exclusive jurisdiction over such dispute. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in Federal Court, the United States District Court for the Northern District of Indiana shall have exclusive jurisdiction over such dispute. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

(h) **Attorney's Fees and Litigation Costs.**

"In the event of a claim or litigation arising from or relating to the subject matter of this Agreement, the prevailing party will have their attorney's fees paid by the opposing party ~~Impact prevails in such claim or litigation, the Client shall reimburse Impact for all attorney's fees and costs resulting therefrom.~~"

MSA Supplement A Managed IT – Completecare Services

Term

This Supplement A will be valid for the term stated on the front of this Supplement A. This Supplement A will NOT automatically renew on the same terms and charges for periods of one year unless prior written notice of termination is given by either party not less ninety (90) days prior to the expiration of the then current term. A corresponding invoice shall be issued for the renewal of this Supplement A when the

associated cost is above and beyond any normal payments agreed upon at the inception of the support solution. ~~This Supplement A is subject to annual increases of no more than 15% without prior notice to Client.~~

Impact Networking Indiana, LLC		Obligor	
Authorized Signature	Date Signed	Client Authorized Signature	Date Signed
Printed Name		Printed Name and Title	
Title		Title	

Impact Networking, LLC
13875 W. Boulton Blvd. 866.652.0082/847.785.2251 fax
Lake Forest, IL 60045 ImpactMyBiz.com/Support

Managed IT Services **Agreement - CompleteCare**

Client Information

Town of Munster
COMPANY NAME

1005 Ridge Road
ADDRESS

Munster | IN | 46321
CITY | STATE | ZIP

Dustin Anderson | 219-836-6905 |
CONTACT | PHONE | FAX

danderson@munster.org
EMAIL

Notes

True up user/computer adds $125 per month to CompleteCare contract with solutions identified on this document.

Supported Items

	COUNT
CompleteCare Servers - Physical	2
CompleteCare Servers - Virtual	7
CompleteCare Computers - VDI	0
CompleteCare Computers - macOS	0
CompleteCare Computers - Windows	115
CompleteCare Computers - Thin Clients	0
CompleteCare Networking - Switch	22
CompleteCare Networking - WAP	24
CompleteCare Networking - Firewall	1
CompleteCare Networking - Spam Filter	0
CompleteCare Networking - NAS	2
CompleteCare Networking - SAN	1
CompleteCare Networking - UPS	6
CompleteCare IP Camera Uptime	0
CompleteCare VoIP User Maintenance	0
CompleteCare Mobile Devices	35
CompleteCare Advanced Support Hours	0
CompleteCare Sites	1
CompleteCare Users	110
CompleteCare 24/7 Support Users	0
SentinelOne Complete Licenses	122
Proofpoint Essentials Business	110

Support Program

- Systems Management
  - Remote performance monitoring/alerting
  - Proactive preventative maintenance
  - Remote patch/update maintenance
  - Robust virus/intrusion protection
  - Backup and Disaster Recovery Solution
- Support Services
  - Helpdesk for end-user technical support
  - Onsite IT management/support
  - Emergency after-hours support calls
- Technology Planning
  - vCIO technology outlook planning
  - Periodic business reviews
  - Strategic IT planning services
  - Technology Asset & Vendor Management
  - Configuration Management
  - License Compliance

Monthly Total

$15,888.81

Authorization

CLIENT AUTHORIZED SIGNATURE

IMPACT NETWORKING, LLC AUTHORIZED SIGNATURE

PRINT NAME | DATE

PRINT NAME | DATE

Impact Networking, LLC
13875 W. Boulton Blvd. 866.652.0082/847.785.2251 fax
Lake Forest, IL 60045 ImpactMyBiz.com/Support

Managed IT Services **Agreement - (BDR) Solution 1**

Client Information

Town of Munster
COMPANY NAME

1005 Ridge Road
ADDRESS

Munster | IN | 46321
CITY | STATE | ZIP

Dustin Anderson | 219-836-6905 |
CONTACT | PHONE | FAX

danderson@munster.org
EMAIL

Description

SecureImage Server BDR

Notes

Available offsite storage: 1TB/protected device; Additional monthly cost per offsite TB consumed: $120;

Support Program

- Implementation & Maintenance
  - Implementation of Solution
  - Regularly scheduled updates
  - System preventative maintenance
- Support Services
  - Helpdesk for end-user technical support
  - Onsite IT for application technical support
  - Emergency after-hours support calls

Solution Items

DESCRIPTION	QTY
SecureImage Server License	7

Total Monthly Payment

Included

Authorization

CLIENT AUTHORIZED SIGNATURE

IMPACT NETWORKING, LLC AUTHORIZED SIGNATURE

PRINT NAME | DATE

PRINT NAME | DATE

Impact Networking, LLC
13875 W. Boulton Blvd.
Lake Forest, IL 60045
866.652.0082/847.785.2251 fax
ImpactMyBiz.com/Support

Managed IT Services | **Agreement - Project Combined**

Client Information

Town of Munster
COMPANY NAME

1005 Ridge Road
ADDRESS

Munster | IN | 46321
CITY | STATE | ZIP

Dustin Anderson | 219-836-6905 |
CONTACT | PHONE | FAX

danderson@munster.org
EMAIL

Projects

DESCRIPTION
CompleteCare Onboarding
SecureImage Server BDR Project
SentinelOne NGAV/EDR/MDR Project
Proofpoint Spam Filter Project

Total

Total (tax not included)	Included

Authorization

CLIENT AUTHORIZED SIGNATURE

IMPACT NETWORKING, LLC AUTHORIZED SIGNATURE

PRINT NAME | DATE

PRINT NAME | DATE

Impact Networking, LLC
13875 W. Boulton Blvd. 866.652.0082/847.785.2251 fax
Lake Forest, IL 60045 ImpactMyBiz.com/Support

Sales Order Terms and Conditions

1. This order shall not be binding on Impact Networking, LLC ("Impact") until approved by a duly authorized representative of Impact.
2. Delivery to the place of shipment specified herein shall constitute delivery to Buyer. All risks of loss or damage in transit to the place of shipment specified herein shall be borne by Impact.
3. Impact reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments.
4. Terms of payment for each shipment are 50% with order 50% on delivery. Buyer agrees to pay Impact for all costs and expenses, including attorney fees, incurred by Impact in establishing or enforcing its rights hereunder.
5. Impact reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient by Impact.
6. All claims of Buyer relating to the goods covered by this order shall be deemed waived unless made in writing and delivered to Impact within ten days after receipt of goods by Buyer.