



Mutual Non-Disclosure Agreement

CLIENT INFORMATION

Town of Munster

COMPANY FULL LEGAL NAME (CLIENT)

Dustin Anderson

CLIENT CONTACT

1005 Ridge Rd

COMPANY ADDRESS

Munster

IN

46321

CITY

STATE

ZIP

danderson@munster.org

CLIENT EMAIL

(219) 836-6900

CLIENT PHONE

CLIENT FAX

IMPACT INFORMATION

SELECT

IMPACT FULL LEGAL NAME (IMPACT)

IMPACT ACCOUNT MANAGER

IMPACT BRANCH MANAGER

IMPACT ADDRESS

CITY

STATE

ZIP

IMPACT ACCOUNT MANAGER EMAIL

IMPACT PHONE

IMPACT FAX

TERMS AND CONDITIONS

This Mutual Non-Disclosure Agreement (this "MND") is made by and between "Impact" and the "Client" indicated in this Agreement and its employees, officers, affiliates, owners, agents, successors, heirs and attorneys (collectively, "Party 2"), whose address for the purposes of this Agreement is stated above. Impact and Party 2 may sometimes be referred to as a "Party."

A) Impact develops and sells various software and services relating to business process optimization, some of which includes proprietary software code of its own design and some is based on the specifications and requirements of its customers.

B) Party 2, through its divisions and subsidiaries, is involved in the services and/or products described below:

C) Impact and Party 2 desire to (i) explore a potential business relationship between themselves and potentially evaluate each other's products or services (the "Purpose") which discussions will require the sharing of certain proprietary and Confidential Information, as further described herein, (ii) execute this MND in order to protect the confidentiality of each Party's Confidential Information, and (iii) execute this MND in order to protect present and future proprietary rights pertaining to Confidential Information.

Now, therefore, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Impact and Party 2 agree as follows:

Definitions

The following capitalized terms shall be defined as follows:

"Information" means all financial, business, legal and technical information concerning the design, drawings, data, strategies, capabilities, research, development, operations, marketing plans and information, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, software, specifications, prospects, know-how and ideas, whether tangible or intangible, correspondence, procedures and any other information, written or oral, made known to Recipient by or on behalf of Disclosing Party, including (i) that made known (A) during any demonstration, test or inspection of a product or service, (B) through discussion with Disclosing Party's representatives, personnel, advisors or agents, (C) during visits to Disclosing Party's premises, or (D) through disclosure or discovery in any other manner and (ii) customer information, such as a customer list and other non-public information regarding a Party's customers, such as contact information; contract terms; customer files; information regarding customer history, needs and preferences; and information designated by customers to be kept confidential; financial information, such as sales plans and forecasts; sales and

earnings figures; cost and profitability information; and pricing; strategies, marketing and other strategic plans; technical information, such as trading technology, product innovation and product development; and personnel files and other sensitive, non-public personnel related information.

"Confidential Information" means all Information as above defined except Information which prior to or after receipt thereof by Recipient (i) was or becomes publicly known other than by unauthorized disclosure, including unauthorized disclosure by Recipient or any party receiving such Information from or through Recipient, or (ii) was or is acquired from a third party provided that the third party in providing such Information has not thereby breached any agreement with, or acted in derogation of, any confidential relationship with any Party to this MND. For purposes of this MND, any Information acquired from an employee, representative, agent or advisor of any Party to this MND shall be deemed Confidential Information.

"Disclosing Party" means a Party to this MND, or any employee, representative, agent or advisor of such Party, which discloses Information to Recipient.

"Recipient" means a Party to this MND that receives Information directly disclosed by Disclosing Party, or any employee, representative, agent or advisor of Disclosing Party. Recipient also means a party to this MND that receives Information disclosed by a Recipient which was originally disclosed by Disclosing Party, or any employee, representative, agent or advisor of Disclosing Party.

No Rights Shall Be Acquired Through Disclosure

Recipient acknowledges that Information is being disclosed to Recipient solely for the Purpose. Recipient agrees that it shall acquire no right, title or interest in any Information by virtue of such disclosure or this MND and that all Confidential Information is and shall remain the sole property of Disclosing Party.

Rights to Any Improvement or Modification

Recipient acknowledges that any improvement or modification of any Information directly or indirectly disclosed by Disclosing Party under this MND will be the exclusive property of Disclosing Party and Recipient agrees that it shall acquire no right, title or interest in any improvements or modifications of any Information. Recipient further agrees to the extent that the rights to any improvement or modification of any Information requires Recipient's written assignment or other written documents to be signed by Recipient, Recipient agrees, without any additional payment or consideration to Disclosing Party, to execute any such assignments and any such other written documents as may be required to cause the vesting of such rights in Disclosing Party. To the extent, and for whatever reason, Disclosing Party is deemed not to own the exclusive right, title and interest in and to any improvement or modification of Information, Recipient hereby grants Disclosing Party an exclusive, worldwide, perpetual, and royalty-free license to use, market and sublicense such work as Disclosing Party deems appropriate in its sole discretion.

Non-Disclosure and Non-Use

Recipient will not at any time without the prior written consent of an officer or director of Disclosing Party disclose any Confidential Information conveyed to Recipient by or on behalf of Disclosing Party pursuant to this MND to, or permit access to Confidential Information by, anyone other than the directors, officers, employees, representatives, advisors, agents, consultants and lenders of Recipient and its affiliates (collectively, "Representatives") that Recipient believes have a need to know such Confidential Information, provided that Recipient shall cause (and shall cause its Representatives) to comply with the restrictions of this MND regarding Confidential Information. Recipient shall assume full responsibility for the compliance of its Representatives with the restrictions of this MND regarding Confidential Information. Recipient shall ensure that the Representatives to whom any Confidential Information is disclosed clearly understand their obligation to maintain the confidentiality of such Information and use the same only for the Purpose.

Recipient further agrees that Recipient will at all times keep secret any and all Confidential Information conveyed to it pursuant to this MND and will not at any time, without the prior written consent of Disclosing Party (which consent shall be made by the President) use, directly or indirectly, any such



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Confidential Information for any purpose other than to assist Recipient in connection with the Purpose. Recipient agrees not to analyze for composition or structure any tangible materials without the written consent of Disclosing Party. Recipient shall hold in strict confidence and shall not possess or use (except in connection with the Purpose) any Confidential Information, and shall protect all Confidential Information with not less than the same degree of care as Recipient normally uses in protecting Recipient's own Confidential Information, but in no case with any less degree than reasonable care.

If a Recipient is required by judicial or administrative process to disclose Information, Recipient shall promptly notify Disclosing Party and allow Disclosing Party a reasonable time to oppose such process. Recipient shall have the burden to establish that any disclosure by Recipient or any person acquiring such Confidential Information from or through Recipient of the Confidential Information is in accordance with the terms of this MNDAs.

No Obligation of Disclosing Party, Surrender of Records and Materials

Disclosing Party may discontinue furnishing Information to Recipient when Disclosing Party, in its sole discretion, considers it in its best interest to do so. At such time, Disclosing Party may demand that Recipient and each director, officer, employee, agent or other person acting on Recipient's behalf, deliver to Disclosing Party all Confidential Information in any physical media form, in its, his or her possession or under its, his or her control together with any and all copies of any of the foregoing. The Recipient shall immediately discontinue all use of the Confidential Information and return to the Disclosing Party within 15 days of any such demand all tangible information and copies thereof that constitutes or relates to Confidential Information.

Term of Agreement

Any Confidential Information disclosed by a Disclosing Party to a Recipient shall remain as Confidential Information indefinitely from the date of this MNDAs, unless otherwise agreed by each Party to this MNDAs.

Representations

No Party has any obligation under or by virtue of this MNDAs to enter into any binding agreement with any Party as to any business transaction which may be the subject of the purpose of this MNDAs.

It is understood that:

- No representations or warranties are being made by Disclosing Party as to the completeness or accuracy of any Information;
- Any and all representations and warranties shall be made by the Parties only in a further agreement signed by the Parties hereto;
- Except as otherwise provided herein, Recipient does not acquire any license under the intellectual property rights of Disclosing Party; and
- This MNDAs does not create any agency or partnership relationship between the Parties.
- Recipient acknowledges its responsibility to perform a due diligence review to its own satisfaction and at its own expense prior to the consummation of any proposed business transaction between the Parties.

Remedy for Breach of Agreement

Recipient acknowledges that the Confidential Information it receives constitutes unique and valuable information to Disclosing Party and its affiliates and that the breach of any of the provisions contained in this MNDAs may result in irreparable harm and continuing damages to Disclosing Party and its affiliates and their businesses, and that Disclosing Party's remedy at law for any such breach or threatened breach may be inadequate. Accordingly, in addition to such remedies as may be available to Disclosing Party at law or in equity in the event of any such breach, Disclosing Party shall be entitled to seek an injunction (both preliminary and permanent) from any court of competent jurisdiction enjoining and restricting the breach or threatened breach of any such provision, including an injunction restraining Recipient from disclosing, in whole or in part, any Confidential Information of Disclosing Party, without any requirement of a bond or other surety.

In the event that any portion of this MNDAs is held to be in any respect an unreasonable restriction upon Recipient, then the Court so holding may affect any changes in this MNDAs to the extent necessary to render this MNDAs enforceable by such Court.

Recipient agrees to indemnify and hold Disclosing Party harmless from and against any and all loss, damage, cost or expense resulting from any use or disclosure of Confidential Information in violation of this MNDAs by Recipient or any Representative of Recipient or other person acting on behalf of Recipient or the failure of Recipient to surrender any Information in any physical media to Disclosing Party as hereafter provided. In the event that any suit or action is instituted under or in relation to this MNDAs, including to enforce any provision in this MNDAs, the prevailing Party in such dispute shall be entitled to recover from the losing Party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this MNDAs, including such reasonable fees and expenses of attorneys and accountants, which shall include all reasonable fees, costs and expenses of appeals.

Waiver, Modification or Cancellation

Any waiver, alteration or modification of any of the provisions of this MNDAs or cancellation or replacement of this MNDAs shall not be valid unless in writing signed by the Parties. The waiver by any Party of a breach of the MNDAs by another Party shall not constitute a waiver of any subsequent breach.

Construction

This MNDAs shall be governed by the laws of the State of Illinois without giving effect to choice of law principles. Any and all court proceedings arising from or relating in any manner to any dispute between the Parties to this MNDAs arising out of, relating to, or referencing this MNDAs or its breach in any way, shall be brought in, and only in, a United States federal or Illinois state court sitting in Chicago, Illinois. Each party hereby consents to the exercise of jurisdiction by such courts and irrevocably waives any objection that such party may now or later have based on venue or forum non conveniens with respect to any action initiated in such courts. THE PARTIES TO THIS AGREEMENT IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING BROUGHT BY ANY PARTY TO THIS AGREEMENT AGAINST ANY OTHER PARTY OR PARTIES TO THIS AGREEMENT WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR RELATED TO THIS AGREEMENT OR ANY PORTION OF THIS AGREEMENT, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER THEORIES OF LIABILITY. EACH PARTY REPRESENTS THAT IT HAS CONSULTED WITH COUNSEL REGARDING THE MEANING AND EFFECT OF THE FOREGOING WAIVER OF ITS RIGHT TO A JURY TRIAL.

Disclaimer of Warranties

A DISCLOSING PARTY MAKES NO REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH INFORMATION IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, A DISCLOSING PARTY MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO DISCLOSING PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE RECEIVING PARTY.

Severability

If any part of this MNDAs or any part of any provision hereof, is adjudicated to be invalid or void, then the remaining provisions shall be executed insofar as the remaining provisions are capable of execution.

Entire Agreement

This MNDAs constitutes the full and complete agreement between the Parties with respect to the subject matter hereof and shall supersede all prior agreements and understandings between the Parties with respect to the subject matter hereof. No representations or statements made by any Representative of either Party with regard to the subject matter of this MNDAs that are not stated herein shall be binding. Each Party hereby acknowledges that they have not relied on any promise, representation or warranty that is not set forth in this MNDAs. Whenever the words "include," "includes" or "including" are used in this MNDAs they shall be deemed to be followed by the words "without limitation." The Parties have participated jointly in the negotiation and drafting of this MNDAs. In the event an ambiguity or question of intent or interpretation arises, this MNDAs shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this MNDAs.

Assignment

The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.

Notices

All notices, statements and other documents that any party is required or desires to give to any other party hereunder shall be given in writing and shall be served in person, by express mail, by certified mail, by overnight delivery, or by facsimile at the representative addresses of the parties as set forth in the preamble hereto, or at such other addresses as may be designated in writing by such party in accordance with the terms of this paragraph. Delivery shall be deemed conclusively made: (i) at the time of service if personally served; (ii) when deposited in United States mail, properly addressed and postage prepaid, if delivered by express mail, registered mail or certified mail; (iii) upon deposit with the private overnight deliverer, if served by overnight delivery; or (iv) at the time of electronic transmission (as confirmed in writing), if delivered by facsimile, provided a copy is mailed within twenty-four (24) hours after such transmission. The time to respond to any notice shall run from the time the notice is actually delivered to the person whom the notice is addressed.

AGREEMENT

This MNDAs is binding upon both Parties and upon the directors, officers, employees and agents of each. Client and Impact acknowledge that they have read this MNDAs, have caused this MNDAs 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

04-14-2020