



America's Common Operating Picture™

Mutual Nondisclosure Agreement

THIS AGREEMENT (the “Agreement”) governs and is entered into by and between, **Critical Response Group, Inc. (and its representatives)** located at **850 Bear Tavern Road, Suite 303, Ewing, New Jersey 08628**; and **Geo-Comm, Inc (and its representatives)**, located at **601 West St. Germain Street, St. Cloud, MN 56301**, each referenced herein as to as “Party” and collectively referenced to as “Parties”, to prevent the unauthorized use and disclosure of proprietary or confidential information as defined below. The parties agree to enter a confidentiality agreement with the other with respect to the disclosure and use of certain proprietary and confidential information.

1. As used herein, “Confidential Information” shall mean any and all information provided by either party to the other, including proprietary or confidential or proprietary information ideas, techniques, nomenclature, labels, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties. For CRG, Confidential Information shall include, but not be limited to, information as it relates to Collaborative Response Graphics® (CRGs®), product creation methods and techniques, geospatial publishing methods and software, iconography, product design, content and atheistic, gridding techniques, systems and nomenclature, joint agreement or efforts, sales, financial figures, projects, collaboration and related services.
2. **Use and Disclosure of Proprietary Information.** Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party proprietary and Confidential Information of the other, except as approved in writing by the other party to this Agreement and will use the Confidential Information for no purpose other than evaluating or pursuing a business relationship with the other party to this Agreement. The receiving Party agrees that Confidential Information is proprietary to the other and when disclosed shall be used by the receiving Party solely for the Purpose of this Agreement and for no other purpose whatsoever, and shall not be distributed, disclosed or disseminated to any third party.
3. Each party shall immediately notify the other upon discovery of any loss or unauthorized disclosure or use of the Confidential Information of the other party.
4. Each party’s obligations under this Agreement with respect to any portion of the other party’s Confidential Information shall terminate when the Recipient can document that: (a) it was in the public domain at the time it was communicated to the Recipient by the other party; (b) it entered the public domain subsequent to the time it was communicated to the Recipient by the other party through no fault of the Recipient; (c) it was in the Recipient’s possession free of any obligation of confidence at the time it was communicated to the Recipient by the other party; (d) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the



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Recipient by the other party; (e) or it was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the other Party.

5. Upon termination or expiration of the Agreement, or upon written request of the other party, each party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof.
6. The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither party shall make, have made, use or sell for any purpose any product or other item using, incorporating, or derived from any Confidential Information of the other party.
7. This Agreement shall be governed by and construed in accordance with the laws of New Jersey without reference to conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the federal courts located in New Jersey, and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement may not be amended except by a writing signed by both parties hereto.
8. Each party acknowledges that its breach of the Agreement will cause irreparable damage and hereby agrees that the other party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
9. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid that portion shall be severed, and a new enforceable provision shall be negotiated by the Parties and substituted therefore to accomplish the intent of the severed provision as nearly as practicable. The remaining provisions of this Agreement shall remain in full force and effect.
10. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five days after deposit in the mail, or immediately upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth above in this Agreement or such other address as either party may specify in writing.
11. **Agreement.** This Agreement may be executed in two or more counterparts, and each such counterpart will be deemed an original hereof. E-mailed and facsimile signatures shall be binding.
12. **Term.** This Agreement shall expire one (1) year from the last date of signature of this Agreement, unless extended by mutual written agreement or termination by either Party upon 30 days' notice in writing. Expiration or termination shall not affect the rights and obligations of the Parties with respect to Confidential Information, including trade secrets, received prior to the expiration or termination date of this Agreement. **Confidential Information received hereunder is proprietary to each party and shall be protected by the receiving Party during the term of this Agreement and for a period of three**



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(3) years from the date of expiration or termination of this Agreement. Notwithstanding the foregoing, any trade secret shared under this Agreement shall be protected as confidential as long as it is required by law or as long as the owner maintains it as confidential.

- 13. Ownership of Proprietary Information.** Nothing in this Agreement shall create in the receiving Party, by express grant, implication, estoppel or otherwise, any right, title, interest, or license in or to the inventions, patents, technical data, computer software, software documentation or other intellectual property of the disclosing Party. Each Party agrees that software programs, products and product development techniques of the other party contain valuable Confidential Information and each party agrees it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the other party without the prior written consent of the other party.
- 14. Entire Agreement.** This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof and constitutes the entire agreement between the Parties with respect to the subject matter hereof, provided, however, that nothing in this clause shall exclude liability for fraudulent misrepresentation. This Agreement cannot be changed in any respect except as agreed in a writing of subsequent date that is duly executed by authorized representatives of both Parties.

Critical Response Group, Inc. 850
Bear Tavern Road
Suite 303
Ewing, New Jersey 08628

Name: Heather Hoskins

Name: Philip M. Coyne

Signature: 

Signature: 

Title: VP of Finance & Administration

Title: President

Date: March 1, 2021

Date: March 1, 2021