

MUTUAL NON-DISCLOSURE AGREEMENT

This **Mutual Non-Disclosure Agreement** (the "**Agreement**") is made and entered into as of August 20, 2018 (the "**Effective Date**") by and between **Upland Software, Inc.**, a Delaware corporation, and **Jefferson County voter registration**. The two aforementioned parties shall be referred to throughout this Agreement individually as a "**Party**" or collectively as the "**Parties**."

1. **Purpose.** The Parties wish to explore a business opportunity of mutual interest (the "**Opportunity**") and in connection with the Opportunity, each Party may disclose to the other Party certain confidential technical and business information which the disclosing Party desires to treat as confidential.

2. **Definition. "Confidential Information"** means any propriety or confidential information disclosed by either Party to the other Party, either directly or indirectly in writing, orally, or by inspection of tangible objects (including, without limitation, business plans, customer data, designs, documents, drawings, engineering information, financial analysis, hardware configuration information, inventions, market information, marketing plans, processes, products, product plans, research, services, specifications, software, source code or trade secrets), which, if tangible, is designated or labeled as "Confidential," "Proprietary," or some similar designation. Confidential Information may also include information disclosed to a disclosing Party by a third party. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession. In the event that the receiving Party is required by law to disclose the disclosing Party's Confidential Information, the receiving Party shall give the disclosing Party written notice of such requirement prior to disclosing so that the disclosing Party may seek a protective order or other appropriate relief.

3. **Non-Disclosure and Non-Use.** Each Party agrees not to disclose any Confidential Information to third

parties or to employees of such Party, except to those employees of the receiving Party who are required to have the information in order to evaluate or engage in discussions concerning the Opportunity. Each Party agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Opportunity. Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information, and which are provided to the Party hereunder unless consent for such actions is received by the Party that owns the object. Neither Party shall make any copies of the other Party's Confidential Information unless the same are previously approved in writing by the disclosing Party. Each Party shall reproduce the other Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

4. **Maintenance of Confidentiality.** Each Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, each Party shall take at least those measures that such Party takes to protect its own most highly confidential information and shall have its employees, if any, who have access to the other Party's Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of the other Party's Confidential Information to such employees.

5. **No Obligation.** Nothing herein shall obligate either Party to proceed with any transaction between the Parties, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Opportunity.

6. **Ownership and No License.** All Confidential Information shall remain the sole property of the disclosing Party. Nothing in this Agreement is intended to grant any rights to either Party under any patent, copyright, trademark or other intellectual property right of the other Party, nor shall this Agreement grant either Party any rights in or to the other Party's Confidential Information except as expressly set forth herein.

7. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF TH CONFIDENTIAL INFORMATION, AND EACH PARTY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **Return of Materials.** All documents and other tangible objects containing or representing the disclosing Party's Confidential Information and all copies thereof which are in the possession of the receiving Party shall be promptly returned to the disclosing Party upon the disclosing Party's request.

9. **Remedies.** Each Party agrees that its obligations hereunder are necessary and reasonable in order to protect the other Party and the other Party's business, and expressly agrees that monetary damages would be inadequate to compensate the other Party for any breach by either Party of any covenants and agreements set forth herein. Accordingly, each Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without being required to post bond or prove actual damages.

10. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until either (i) no Confidential Information has been exchanged between the Parties for a period of two (2) years, or (ii) the Parties agree in writing to terminate it. Upon expiration or termination of this Agreement, all rights and obligations hereunder shall cease.

11. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the Parties and their successors and assigns. This Agreement shall be governed by the laws of the State of Texas, without reference to conflict of laws principles. Any suit to enforce this Agreement shall be brought exclusively in the county of Jefferson, Texas and the Parties hereby submit to the personal jurisdiction of such courts and waive any venue objection. This document contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

UPLAND SOFTWARE, INC.

(Signature)

Jon Eilers
(Print Name)

General Manager FileBound by Upland Software
(Print Title)

Jefferson County, Texas
(Company Name – if on behalf of an entity)

(Signature)

Jeff Branick
(Print Name)

County Judge
(Print Title – if signing on behalf of an entity)