

MARCO'S DOCUMENT, DEVICE AND MEDIA DESTRUCTION AGREEMENT

This Document, Device and Media Destruction Agreement is entered into by and between Marco Technologies, LLC (“Marco”) and the legal entity identified in any Document, Device and Media Destruction Work Order (“Client”) for the applicable Document, Device and Media Destruction Services (collectively, “Services”) that Marco will provide during the Term and any Renewal Term of the Marco Relationship Agreement (“Agreement”) between Marco and Client. This Document, Device and Media Destruction Agreement is governed by and subject to the Agreement. Defined terms in this Document, Device and Media Destruction Agreement shall have the same meaning in the Agreement unless otherwise expressly stated. If Client does not accept and comply with this Document, Device and Media Destruction Agreement, it may not place an order or use the Services.

1. Definitions.

Acceptable Client Materials (“ACM”). Paper, hard drives, backup tapes, floppy disks and CDs in an acceptable condition that Client has requested Marco to destroy.

Designated Site(s). The Client addresses where pick up of ACM will occur.

Device Destruction. Destroying hard drives using a hard drive punch or shredder and disposing of the punched or shredded hard drives.

Document Destruction. Shredding of paper using a pierce and tear shredder and disposing of the shredded paper at a recycling center. Controlled Unclassified Information (“CUI”) shall be destroyed through a multi-step destruction process, which meets the Information Security Oversight Office’s standard for destroying CUI detailed in CUI Notice 2019-03 and is compliant with NIST SP 800-88. CUI shall be shredded as the first state of the destruction process, then the CUI is comingled with other shredding in a shred truck and transported to a recycling facility where the CUI is recycled into new paper (not other products).

Equipment. Bins, consoles and containers provided to Client by Marco for collection of ACM.

Media Destruction. Destroying backup tapes, floppy disks, or CDs using a pierce and tear shredder and disposing of the shredded media.

Unacceptable Materials. Any materials of any nature whatsoever other than ACM and any ACM not in an acceptable condition, such as paper containing binder clips and other fasteners (with the exception of paperclips), wax paper, plastics, foil, paper towels, plates and napkins and any paper contaminated with oil, grease or food substances.

2. Services. Marco Services selected by Client on the Document, Device and Media Destruction Work Order (“Work Order”) and any addendum thereto consist of the following:

- a. providing Equipment at Designated Sites for Client to deposit its ACM;
- b. collecting the ACM on the schedule provided on page one;
- c. providing the Destruction of ACM as defined above;
- d. providing Client with a Certificate of Destruction in a form attached to the Work Order as Schedule A;
- e. allowing an authorized representative of Client to observe the Services when performed at the Client’s Designated Site.

3. Price. Client shall timely pay Marco the prices (“Price(s)”) listed on the Work Order for the Services. Client shall pay all invoices within thirty (30) days of the invoice date. Client shall pay a late fee of 1.5 percent (or the highest rate permitted by law) per month on any amounts not paid in a timely manner. Client shall pay for all costs and expenses, including reasonable attorney and expert fees, incurred by Marco in enforcing its rights for payment under this Document, Device and Media Destruction Agreement. Client shall pay all sales, use, excise, value added or other taxes; duties, levies or fees assessed by any government or other authority resulting from its relationship with Marco under this Document, Device and Media Destruction Agreement, except for taxes imposed on Marco’s income. Client shall not withhold any Equipment or payment due under any Work Order or any other agreement or purchase order with Marco, for set off or reduction for any purpose whatsoever.

The Total Estimated Charge for Purge Service is an estimate and is subject to a minimum charge of \$85.00. The final Purge Service charges will be calculated based on the actual number of boxes, bins or pounds of ACM destroyed. Prices may be adjusted from time-to-time to reflect changes in service levels, disposal fees (if any), any legal, tax, or license requirements, or increases in fuel or operating costs, all in Marco's sole discretion.

- 4. Purge Services.** At any time during the Initial Term or any Renewal Term of any Work Order, Client may request that Marco perform the Services on a single transaction basis ("Purge Services").

Client grants Marco a limited license to enter its facilities to place the Equipment and retrieve any ACM. Client is responsible for clearly identifying and setting aside the ACM for which Purge Services will be performed so that there is no confusion as to what the Client is requesting be destroyed.

- 5. Equipment.** The Equipment provided to Client by Marco is Marco property and is supplied based on Client's estimated volume needs. Additional Equipment may be added to a Work Order and shall automatically become a part of and subject to the terms hereof.

- 6. Term and Termination.** Unless terminated earlier as provided in the Agreement, each Work Order shall be in effect as of the last date affixed to any signature and shall continue in effect for thirty-six (36) months ("Initial Term"). At the end of the Initial Term, each Work Order shall be automatically renewed for successive periods of equal length to the Initial Term (each a "Renewal Term") at then applicable rates which are subject to change in Marco's sole discretion, unless either Party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term.

Either Party may terminate a Work Order if: (a) if the other Party materially breaches the Work Order and such breach (other than payment obligations) is not cured within thirty (30) business days or such longer period to which the Parties mutually agree; (b) upon the institution by or against the other Party of insolvency, receivership, bankruptcy, assignment for the benefit of creditors, or similar proceedings; or (c) without cause upon thirty (30) business days' notice. Any termination hereunder shall not relieve Client from its payment obligations. Upon termination, Client will immediately pay Marco all outstanding balances for services performed by Marco prior to termination of the Work Order.

If Client chooses to terminate under subsection 6(c) above, Client must immediately pay Marco (a) all unpaid invoices and interest or late fees thereon as provided in Section 3; (b) an amount equal to 100% of the average Price charged to Client for all prior months of the Work Order multiplied by the months remaining in the Initial Term or Renewal Term; and (c) a removal fee for the Equipment. Marco shall have the right to retrieve its Equipment from Client on the termination date.

Marco shall have no obligations to provide further Services to Client as of the date of termination.

- 7. Client's Other Obligations:** Client shall not damage, destroy or harm the Equipment in any way or allow others to do so. Client shall not place or allow to be placed or deposited any Unacceptable Materials in the Equipment at any time. If Marco discovers that Client has allowed Unacceptable Materials in the Equipment or has otherwise tendered any Unacceptable Materials to Marco, Client shall reimburse Marco for all costs and loss that Marco incurs relating to Unacceptable Materials, including costs of retrieval and return of the Unacceptable Materials to Client or other disposition of them. Client shall further defend and indemnify Marco for all fines, penalties, charges, claims, and losses that relate to any Unacceptable Materials. This paragraph shall survive the termination of the Work Order and the Agreement.

- 8. Unacceptable Material Containing Hazardous Substances.** Client shall not store or deposit in the Equipment, deliver or otherwise provide Marco with any material that (a) is considered to be hazardous, toxic, radioactive, infectious, reactive, ignitable, unsafe, or corrosive; (b) is garbage; (c) is regulated under any federal, state, local or other law or regulation relating to hazardous materials, worker health and safety, or the environment; (d) a reasonable person should understand to be unsafe for shredding or destruction; or (e) is otherwise illegal to destroy using the Services, all of which qualify as Unacceptable Materials.
- 9. Unlawful Destruction.** Client shall be responsible for, and represents and warrants that it is in compliance with all applicable laws, rules, and regulations, court orders, and document hold directives, including but not limited to environmental, health and safety, transportation, privacy, security, and record retention laws governing the ACM and their destruction.

In the event the Client does not comply with the requirements of this paragraph, Client shall take any and all action necessary to remediate its noncompliance at Client's sole cost and expense, including defending and indemnifying Marco for any claims relating to an unlawful destruction.
- 10. Acceptable Use.** The Equipment shall be in possession and control of the Client, who shall be responsible for the cleanliness and safekeeping of the same. Client shall not overload, pry, burn, abuse, or use for other than the intended usage as storage of material to be destroyed by Marco, and shall be liable to Marco for loss or damage in excess of reasonable wear and tear.
- 11. Other Client Representations.** Client warrants that it is the owner, legal custodian or otherwise has the legal right to destroy all ACM that it delivers to Marco hereunder. Client further represents and warrants that Marco's performance of the Services does not conflict with or violate any contractual or other obligation of Client.
- 12. Limitation of Liability.** In addition to terms in this Document, Device and Media Destruction Agreement, in the case of a Purge, Marco's liability, if any, arising from the provision of a Purge is limited to the amount of the fees received by Marco for the Purge.

Effective: November 23, 2020