

Sentry Data Management LLC
436 Nichols Street
Blackshear, GA 31516
912- 807-9904

Customer Name: Effingham County Board of Elections & Registration Phone: 912-754-8030 Date: 10/13/21
Location: 284 GA. Hwy. 119 S. City: Springfield State: Georgia Zip: 31329

Services Provided:

Sentry Data Management LLC herein referred to as **SDM**, and **Effingham County Board of Elections & Registration** shall enter into an agreement for the removal and destruction of quantities of office paper and other designated confidential materials to include periodic clean-outs from the facilities. SDM shall pick up and remove as scheduled between both parties. Removal will be performed by identifiable SDM personnel and transported in an enclosed and locked vehicle to SDM's facility for shredding or shredded on-site. While in the possession of SDM, all material shall be protected by being stored in a secure facility with limited access. All paper materials to be destroyed shall be shredded, baled, and transported to a mill for recycling.

Pricing Structure:

Pricing done per attached pricing table, dated October 7, 2015. Any adjustments to the attached Pricing Table will be done in writing, thirty days prior to the end of any successive terms.

Certificate of Destruction:

A Certificate of Destruction for the prior month's service shall be submitted to Customer by SDM with each invoice.

Customer's Obligations:

Customer agrees to maintain the containers supplied by SDM in a covered, dry area and use them only for office paper and other designated confidential materials. Customer shall use its best efforts to keep all containers free of contaminants.

Assignment, Suspension and Termination:

The initial terms of the agreement is for thirty six months and shall automatically renew for successive thirty six months terms. Either SDM or customer may terminate this agreement within sixty (60) days prior to the end of the initial term or any successive term upon written notice (certified mail) to the other party.

Non-Disclosure:

SDM shall maintain in strict confidence and shall not reveal any information contained in the confidential materials tendered for shredding.

Access to Customer's Facility:

Customer shall allow entry and parking of SDM vehicles in the most convenient area for pickup of materials. These driveways and parking areas shall be sufficient to bear the weight of SDM equipment and vehicles necessary to perform removal services.

Insurance:

SDM will maintain, at its own expense, for the duration of this agreement, General Liability, Vehicle Liability, and Service Bond Insurance. SDM shall also maintain Worker's Compensation for its employees.

Limited Remedy:

In the event any material delivered to SDM fails to be shredded in accordance with the terms and conditions set forth above, SDM upon notice of such failure shall take proper action to (1) complete the shredding process in accordance with terms, or (2) refund to the Customer the fund paid to SDM for shredding the material. IN NO EVENT SHALL SDM BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF PROPRIETARY OR TRADE SECRET INFORMATION, OR DAMAGES ARISING FROM CUSTOMER'S RELATIONSHIP WITH A THIRD PARTY. EVEN THOUGH SDM SHALL HAVE BEEN ADVISED TO THE FORESEEABLE OF ANY SUCH DAMAGES, IN NO EVENT SHALL SDM BE LIABLE FOR LOSS OF, OR DAMAGE TO, OR ACCIDENTAL DESTRUCTION OF ANY AUTHORIZED MATERIAL THAT IS DELIVERED TO SDM BY THE CUSTOMER OR IDENTIFIED BY THE CUSTOMER FOR SHREDDING. CUSTOMER ASSUMES COMPLETE RESPONSIBILITY FOR ENSURING ONLY AUTHORIZED MATERIAL TO BE PROCESSED BY SDM IN ACCORDANCE WITH THE TERMS AND CONDITIONS ABOVE. Nothing in this paragraph however, shall be construed as relieving SDM of its obligation to exercise reasonable care to avoid damage to or theft of any Customer's property, which may come in possession of SDM pursuant to this agreement.

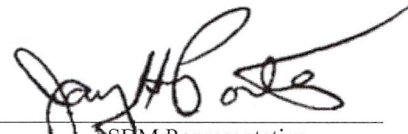
Exclusivity and Modification:

The terms and conditions of this agreement are the exclusive and binding agreement between the parties covering the services set out herein. No change, modification or revision of this agreement shall be effective unless in writing and signed by both parties. Customer agrees to use Contractor's service on an exclusive basis for the entire term of this agreement.



Customer Representative

November 2, 2021
Date



SDM Representative

October 13, 2021
Date

BUSINESS ASSOCIATE AGREEMENT

Confidential Document Destruction Agreement

1. SERVICES

- 1.1 Services to be Furnished. Company will provide the services for the secure destruction of records (“Services”) described on Exhibit A attached hereto and made a part hereof. Company will furnish a Certificate of Destruction to Customer, upon request by Customer. The Services may, at Customer’s option and as indicated on Exhibit A, be performed as part of a regular schedule or pursuant to specific directions which Customer shall give Company from time to time. Customer may also request custom Services not set forth on Exhibit A, in which case Company will consult with Customer as to the terms and conditions of the Services requested.
- 1.2 Services to Affiliates and Subsidiaries. Customer’s related, affiliated and subsidiary companies (including subsidiaries of affiliates) may acquire Services pursuant to this Agreement. Any such acquisition of Services will be evidenced by an Order executed by an authorized representative of the applicable affiliate or subsidiary in its own corporate name and referencing this Agreement. Invoices for such Services shall be directed to and be payable by such affiliate or subsidiary.
- 1.3 Services by Third Parties. Company may procure the services of any responsible third party to perform all or part of the Services, insofar as said third party complies with all security standards and procedures required of Company by Customer, and further that said third party shall accept in writing the fiduciary responsibility requisite of the transfer of custody. Company will remain liable for all Services performed for Customer. Company will record all custody transfers and/or the use of any subcontractor to render contracted services to the Customer, and make Customer aware of any use of any subcontractor, including their identity.

2. RESPONSIBILITIES

- 2.1 Right to Rely on Instructions. Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Customer’s employees or any employee of Customer’s affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so.
- 2.2 Compliance with Contracts, Laws and Regulations. Customer shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Company. Company shall comply with applicable laws, statutes, regulations and ordinances.
- 2.3 Cooperation and Assistance. Customer shall cooperate with Company with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Customer’s business operations, by providing to Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder.
- 2.4 Hazardous Substances. Customer shall not deliver to Company any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including bio-hazard, Customer agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense. And further to indemnify the Company from any property damage or personal injury resulting from such transfer of material.
- 2.5 Performance of Services. All Services performed by Company will be in a professional manner in accordance with NAID standards and practices. (Or as are described in the policies and procedure described in Exhibit “ “)

2.6 **Material Descriptions:** Itemized lists or descriptions of contents of materials submitted by the Customer to the Company shall be generally considered for recordkeeping, reconciliation, and reference purposes only, and are not too considered proof that said documents contained on such lists and descriptions are in fact contained in the materials accepted. Company will make provision for validation of such document contents in advance and under special terms and fees at the request of the Customer.

2.7 **Negotiable Items:** Customer agrees to make Company aware in writing and in advance of any instance in which negotiable instruments, including but not limited to checks, bearer bonds, travelers checks, or coupons will be sent to a single facility in a single service where the total combined amount of said instruments will be in excess of \$100,000.

3. **FEES AND PAYMENTS** - All standard charges for Services under this Agreement shall be as specified on Exhibit A. The prices set forth in Exhibit A shall remain in effect for the first twelve (12) months of this Agreement. Thereafter, price adjustments shall be made only after thirty (30) days' prior written notice. For any service requested by Customer that is not listed on Exhibit A, the charges will be as agreed to in writing by Customer and Company prior to the rendering of such Service. Invoices shall be due and payable within thirty (30) days from receipt of the applicable invoice. Amounts due and not paid within thirty (30) days after Customer's receipt of the invoice shall bear interest at the rate of one and one-quarter per cent (1.25%) per month.

4. **CONFIDENTIALITY** - "Confidential Information" means any information relating to Customer's property, business and affairs. Unless such Confidential Information was previously known to Company free of any obligation to keep it confidential, is subsequently made public by Customer or by a third party having a legal right to make such disclosure, or was known to Company prior to receipt of same from Customer, it shall be held in confidence by Company and shall be used only for the purposes provided in this Agreement. Company shall use the same degree of care to safeguard your Confidential Information as it uses to safeguard its own. However, Company may comply with any subpoena or similar order related to materials delivered to Company; provided that it shall, unless prohibited by law, notify Customer promptly of any such subpoena or notice. Customer shall pay Company's reasonable costs for such compliance.

5. TERM AND TERMINATION

5.1 **Term.** This Agreement shall commence on the Effective Date set forth above and, unless otherwise terminated in accordance with Section 5.2, shall continue in effect for one year, with automatic renewal for successive one-year terms, unless written notice of nonrenewal is delivered by either party to the other not less than ninety (90) days prior to the date of expiration of such term.

5.2 **Termination.** Either party may terminate this Agreement if the other is in material or repeated breach of any of its obligations hereunder and the breaching party has not cured the breach within sixty (60) days after written notice from the nonbreaching party. In the event of any such termination, all amounts due for Services rendered up to the effective date of termination shall become due and payable. Upon termination, Customer shall return (or permit Company to retrieve) all Company bins and other property kept at Customer's site, and Company shall have no obligation to provide further Services to Customer.

6. CLAIMS AND DISPUTE RESOLUTION

6.1 **Time for Presenting Claims.** Customer must present any claim with respect to any Service in writing to Company within a reasonable time and in no case later than three (3) months after the occurrence of the event on which the claim is based.

6.2 **Arbitration.** Any claim, controversy, or dispute arising out of or relating to this Agreement, or any interpretation or breach of this Agreement or performance under this Agreement, including without limitation any dispute concerning the scope of this Article 6, that cannot be resolved within fifteen (15) days by informal discussions between the parties, shall be resolved by submission to final, binding and nonappealable arbitration, without any right by either party to trial de novo in any court. Such arbitration and all pre-hearing, hearing, and post-hearing arbitration

procedures, including for discovery, disclosure of arbitrator's interests, and challenge of designation of any arbitrator, shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. A single arbitrator shall be selected by the American Arbitration Association.

6.3 Services during Arbitration. During any arbitration proceedings, Company shall continue to provide Services, and Customer shall continue to make payments to Company, in accordance with this Agreement. The fact that arbitration is or may be allowed shall not impair the exercise of any termination rights under this Agreement.

7. LIABILITY AND WARRANTY

7.1 Limitation of Liability. Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services provided at the particular Customer location during the six (6) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory.

7.2 Ownership Warranty. Customer warrants that it is the owner, legal custodian or otherwise has the right to deliver for confidential destruction any and all materials Customer provides Company hereunder. Customer shall reimburse Company for any expenses reasonably incurred by Company (including reasonable legal fees) by reason of Company complying with its obligations under this Agreement to destroy such materials in the event of a dispute concerning the destruction of the materials provided by Customer to Company.

8. MISCELLANEOUS

8.1 Notices. All notices hereunder shall be in writing and addressed to either party at its address set forth above (or to such other address as either party may specify by notice given in accordance with this Section). Notices to Company shall be sent to the attention of its General Manager.

8.2 Binding Nature and Assignment. This Agreement shall be binding on the parties and their respective successors and assigns. Except as permitted by Section 1.3 above, neither party may assign this Agreement, except to an affiliate, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

8.3 Force Majeure. Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond its control.

8.4 Relationship of Parties. Company is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Company under this Agreement.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between Company and Customer with respect to the subject matter of this Agreement. No change, waiver, or discharge of this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. Except as provided in Section 3, this Agreement may be amended only by an amendment in writing signed by Customer and Company.

8.6 Invalidity. If any provision of this Agreement is declared invalid by any tribunal of competent jurisdiction, then such provision shall automatically be adjusted to the minimum extent necessary to the requirements for validity as declared at such time and as so adjusted shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.

8.7 Exclusivity: Customer agrees to retain Company on an exclusive basis at all facilities covered by this agreement for the term of this contract.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by its duly authorized representative as of the Effective Date first set forth above.

CUSTOMER/Covered Entity:

By: Wesley M. Corbitt

Name: Wesley M. Corbitt, ECBOC

Title: Chairman

COMPANY/Business Associate

By: Jay H. Porter

Name: Jay H. Porter

Title: Managing Partner

SENTRY Pricing Table October 7, 2015

Paper Destruction (SIN 51 507)

Service	On-site
Minimum Stop Charge (includes 2 containers, console or 64 gal cart) or (1) 95 gal cart	\$ 30.00
Each container (console or 64 gal cart) after minimum stop charge	\$ 8.00
Each container (95 gal cart) after minimum stop charge	\$ 16.00

Media Destruction (SIN 51 507)

Service	On-site
Minimum Stop Charge (includes 2 containers, console or 64 gal cart) or (1) 95 gal cart	\$ 100.00
X-rays - envelopes removed (per cart)	\$ 16.00
Microfilm (per cart)	\$ 16.00
Cd's, DVD's, Videos, Blue-Rays (per cart)	\$ 16.00
Tapes, MAG, Audio, Reels (per cart)	\$ 16.00
USB's, SD cards (per cart)	\$ 16.00
Hard Drives / Standard or Hybrid (per drive) - EACH	\$ 14.00

Additional Charges (Do NOT apply to regularly scheduled service calls)

Service	On-site
Fuel Surcharge if applicable	5%
Remote Transportation Charge (>100 miles) (per mile)	\$ 1.00

Expedited Service

Service	On-site
Sentry Data Management reserves the right to assess these Minimum Stop Charges for service with less than 4 business days advanced notice. Expedited Service will be negotiated case-by-case.	\$ 65.00