

Recycle Services Agreement

THIS EQUIPMENT AGREEMENT ("Agreement"), entered into on this 1st. day of April 2023 ("Effective Date") thru April 1st. 2024. between Malverne UFSD ("Customer") located at 301 Wicks La. Malverne NY 11565 and **eWorks Electronic Services Inc.** ("eWorks ESI") located at **230 Hanse Ave Freeport, NY 11520**. This Agreement also refers to Customer and EWorks ESI individually as "Party" and collectively as "Parties."

- A. Customer wishes to dispose of certain computer equipment, hardware and other related devices that it owns;
- B. EWorks ESI is engaged in the business of processing computer hardware and related devices and providing value-added services, including the recycling and disposal of such equipment; and
- C. Subject to the terms of this agreement, both Parties wish for Customer to engage EWorks ESI Pfor purposes of processing Customer's computer hardware and related devices.

NOW THEREFORE, in consideration of the premises above and the promises below, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. **Equipment.** Customer agrees to either deliver to EWorks ESI in Freeport, NY or to allow EWorks ESI to pick up at Customer Facility (or an alternate facility as communicated by Customer to EWorks ESI) computer equipment and related hardware (individually an "Item" or collectively referred to as "Equipment"), and EWorks ESI agrees to accept delivery or to pick up and dispose of Equipment. All delivery and/or pick up charges are the responsibility of the EWorks ESI.
- 2. **Titles and Risk of Loss.** Title to and risk of loss or damage to all Equipment will pass to EWorks ESI when EWorks ESI completes full audit of Equipment. If pick-up is contracted through EWorks ESI's e-Cart program, title to and risk of loss or damage to all Equipment will pass to EWorks ESI upon receipt at time of pick-up. EWorks ESI assumes all risks of Equipment disposal or any other work performed by EWorks ESI.
- 3. **Services.** EWorks ESI will perform the services specified below ("Services"). Parties may adjust the Services in writing mutually agreed to and executed by Parties. EWorks ESI will perform such Services at Customer Facility, as instructed by Customer, or at EWorks ESI's site. EWorks ESI will have access to Customer Facility only as reasonably necessary, as determined by Customer, to perform Services. While at Customer Facility, EWorks ESI will observe Customer's work rules, security and safety policies as communicated by Customer to EWorks ESI.
 - a. **Audit / Data Overwrite / Drive Destruction**
 - i. A U.S. Department of Defense 5220.22-M data overwrite [check one: 1-Pass____ or 3-Pass____] will be performed on all data storage devices that maintain functional resale value. All storage media with no functional resale value will be physically

degaussed at EWorks ESI's facility. A Certificate of Destruction will be provided for all storage media:

- ii. If requested EWorks ESI will manage audit data (serial number, configuration, etc.), pertinent inspection information and grade information for asset tracking and report generation. EWorks ESI will provide an Audit report detailing each item to Customer.

b. Disposal

- i. Each item will be prepared for disposal:
 - ii. EWorks ESI will coordinate and ship Equipment to an EPA-approved recycling/disposal subcontractor following all applicable EPA, state and federal regulation and/or any local, state, federal and other laws, regulations and ordinances including, without limitation, the laws of any receiving jurisdiction; and
 - iii. Necessary shipment information will be managed for accounting, historical reporting and filing. EWorks ESI will provide a Certificate of Recycling detailing each item.
4. **Payment.** EWorks ESI will invoice Customer for Services provided on a per pound basis. Equipment will be received, audited and if the equipment is deemed to have value in the aftermarket a per pound price will be calculated and paid to the Customer monthly along with a Statement of Activity identifying pickups and Asset categories processed. Customer will pay such invoice within fifteen (15) days after receipt.
5. **Term and Termination.** The term of this Agreement will commence on the Effective Date and continue until terminated by the Parties, at that time, with or without cause, upon thirty (30) days prior written notice to the other Party.
6. **Warranties.** eWorks ESI hereby represents and warrants that:
- a. Services will comply with all applicable local, state, federal and other governmental laws, regulations and ordinances, including, without limitation, the laws of any receiving jurisdiction with respect to any aspect or part of processing, sale, disposal or recycling of Equipment, whether in whole or part.
 - b. Services will be performed in a professional and workman-like manner to the satisfaction of Customer. If not, eWorks ESI will either: (1) re-perform Services to Customer's satisfaction; or (2) refund fees paid for said non-conforming Services.
7. **Indemnity.** Each party ("Indemnifying Party") will indemnify, defend and hold harmless the other party and such party's shareholders, directors, officers, employees, representatives, agents, successors and assigns (collectively the "Indemnified Party"), and will pay any and all damages, costs and expenses (including attorneys' fees) incurred by the Indemnified Party as a result of, or arising out of, claims, suits or demands or third parties loss of life, personal injury and/or damage to real or tangible personal property, to the extent such loss or damage is caused by the negligence or willful misconduct of the Indemnifying Party. The Indemnified Party will provide the Indemnifying Party with prompt notice of any such claims and provide all reasonable assistance in the defense of such claims.
8. **Insurance.** EWorks ESI will maintain insurance, of the type and in amounts which are usual and customary in its business including Commercial General Liability, Workers' Compensation and Contractor's Pollution Liability.

9. **Limitation of Liability.** In no event will either party be liable to the other for indirect, incidental or consequential damages.

10. **Miscellaneous.**

- a. This agreement will be governed by and interpreted in accordance with the laws of the State of New York, without regard to choice of law or conflict of law provisions.
- b. No subsequent change or modification of the terms of this Agreement will be made except in writing signed by both parties.

RECIPIENT: eWorks Electronics Services Inc. CUSTOMER: Customer Name

By: Lee Gray By: _____

Title: Operations Manager Title: _____

Date: 4/1/23 Date: _____

Address for Notices:
Lee Gray
Operations Manager
eWorks Electronics Services Inc.
230 Hanse Ave
Freeport, NY 11520

Address for Notices:
Mr/Ms First Last Name
Title
Company
Address
City, ST Zip Code