



CONFIDENTIAL
QUOTE FOR SERVICES

4518 F Street. Omaha, NE 68117 | 402.898.5000 | info@DataShieldCorp.com

October 2019

University of Nebraska at Omaha
6001 Dodge Street
Omaha, NE 68182

RE: Document Destruction Services

DataShield is pleased to offer secure, routine document destruction services for the University of Nebraska at Omaha. Each service will be tailored to fit the needs of the individual department and fully performed direct from DataShield. DataShield is AAA certified by the National Association for Information Destruction for document and data destruction services, ensuring service meets the requirements set forth by HIPAA, FISMA, FACTA, and GLBA. Headquartered in Omaha, we ensure fast, friendly, secure services that fit your needs.

When it comes to secure shredding, one size does not fit all. That's why you will have options when it comes to service. Our destruction services cater to your various demands while maintaining a high level of security, compliance, and convenience. Below are several options for shredding service, both routine and on-call. Please review and select the service frequency that matches your needs.

DataShield will install a secure, locked cart for your office. Each cart has a usable capacity of approximately 200 lbs of paper. During each service, we will replace your full container with an empty container, and track the serial number of each container. The process ensures a complete chain of custody from pick-up to destruction. Once each service is complete, you will receive an electronic certificate of destruction for your records.

Please complete the information below. We will follow up via email with more specific information regarding service schedule, web portal access and instructions, as well as any other questions we might have. In the meantime, feel free to call or email us anytime at 402-898-5000 or by emailing us at info@datashieldcorp.com.

Thank you



DATASHIELD

*Honored to be a member of the 2018 **Inc. 5000** List*

[Document Destruction](#) | [Data Destruction](#) | [Records Management & Storage](#)

Please complete the information below. Information for authorized contact will be used to create login credentials for our online portal once account is set-up. Please review the terms and conditions proceeding this document. Email form to info@datashieldcorp.com.

Location

Department Name	
Building	
Room Number	
Address	
City/State/Zip	
Department Cost Center	
Special Service Instructions	

Authorized Contact – information will be used to set up authorized contact information for use with web portal.

Contact Name	
Phone Number	
Email Address	
Alternate Contact Name	
Alternate Contact Phone	

Service Options

Service Frequency			
Select	Service Frequency	Rental Fee	Fee Per Service
<input type="checkbox"/>	Every 4 Weeks	\$0.00	\$40.00
<input type="checkbox"/>	Every 8 Weeks	\$0.00	\$45.00
<input type="checkbox"/>	Every 12 Weeks	\$0.00	\$50.00
<input type="checkbox"/>	On-Call Service	\$10 per month	\$55.00

Signature: _____ Date: _____

Print: _____

Terms and Conditions

1. SERVICES & EQUIPMENT

- 1.1 Services to be Furnished. Subject to the terms and conditions of this Agreement, DataShield Corporation will provide the services limited to the secure destruction of records ("Services") on the terms set forth on this agreement. DataShield will utilize plant based or mobile methods of secure destruction that meet the standards set forth by The National Association of Information Destruction AAA Certification requirements. DataShield Corporation will furnish a Certificate of Destruction to Customer, upon request by Customer. The Services may, at Customer's option and as indicated on this agreement, be performed as part of a regular schedule or pursuant to specific directions which Customer shall give DataShield Corporation from time to time. Customer may also request custom Services not set forth in this agreement in which case DataShield Corporation will consult with Customer as to the terms and conditions of the Services requested.
- 1.2 Security carts and consoles. DataShield Corporation will provide the Customer with equipment to be used for the secure collection of documents. This equipment is the property of DataShield Corporation and shall be kept in good working order outside of normal wear and tear. Equipment that is lost, stolen or damaged while at the Customer's location will carry a \$100 per container replacement fee.

2. RESPONSIBILITIES

- 2.1 Secure Portal. Customer acknowledges receipt of user credentials and passwords for purposes of accessing the secure portal established by DataShield Corporation for purposes of receiving any instructions from Customer with respect to Services in accordance with this Agreement (the "Secure Portal"). Company acknowledges that the purpose of the Secure Portal is for verification of authenticity and not to detect an error in the transmission or content of any instructions. Customer warrants that no individual will be allowed to initiate instructions via the Secure Portal in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any logons, passwords, codes, security devices and related materials provided by DataShield Corporation. Customer agrees that DataShield Corporation may rely without further inquiry upon any instructions received via the Secure Portal.
- 2.2 Right to Rely on Instructions. If Customer has not established user credentials and passwords for purposes of using the Secure Portal, Customer agrees that DataShield Corporation may act in reliance upon any instruction, instrument, or signature reasonably believed by DataShield Corporation 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.
- 2.3 Compliance with Contracts, Laws and Regulations. Customer shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable local, state, and federal 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 DataShield Corporation. DataShield Corporation shall comply with all applicable local, state, and federal laws, statutes, regulations and ordinances, as they relate to the Services provided hereunder.
- 2.4 Cooperation and Assistance. Customer shall cooperate with DataShield Corporation 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 DataShield Corporation such information, data, access to premises, management decisions and approvals as may be reasonable to permit DataShield Corporation to perform the Services hereunder.
- 2.5 Hazardous Substances. Customer shall not deliver to DataShield Corporation 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 but not limited to bio-hazard, Customer agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense. Customer further agrees to indemnify DataShield Corporation from any property damage or personal injury resulting from such transfer of said hazardous or regulated waste material.
- 2.6 Performance of Services. All Services performed by DataShield Corporation will be in a professional manner in accordance with NAID standards and practices or as are described in the policies and procedure described on this agreement.
- 2.7 Material Descriptions. Itemized lists or descriptions of contents of materials submitted by the Customer to the DataShield Corporation shall be generally considered for recordkeeping, reconciliation, and reference purposes only, and are not to be considered proof that said documents contained on such lists and descriptions are in fact contained in the materials accepted. DataShield Corporation will make provision for validation of such document contents in advance and under special terms and fees at the request of the Customer.
- 2.8 Negotiable Items. Customer agrees to make DataShield Corporation aware in writing and in advance of any instance in which negotiable instruments, including but not limited to checks, bearer bonds, travels 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 \$1,000.

3. FEES AND PAYMENTS

- 3.1 Fees. All standard charges for Services under this Agreement shall be as specified on this agreement. The prices set forth in this agreement shall remain in effect for twelve (12) months of this Agreement. Thereafter, price adjustments shall be made only after thirty (30) days' prior written notice to all parties bound by this agreement. Additional material exceeding the capacity of equipment provided for Customer in this agreement shall be charged at a rate of \$5.00 per 1.2 cubic feet. This applies when additional material exceeding capacity of equipment provided is serviced during predetermined schedule with or without prior notification or when supplementary provisions or schedules have not been assigned. For any additional service requested by Customer that is not listed in this agreement the charges will be as agreed to in writing by Customer and DataShield Corporation 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.
- 3.2 Expenses; Taxes. Except as otherwise specified herein or as otherwise mutually agreed upon by the parties, each party will bear its own costs of performing under this Agreement. Customer shall be liable for all taxes, duties, levies, tariffs or charges of any kind (other than taxes on the net income of DataShield Corporation) imposed by any federal, state, or local governmental entity with respect to Customer's use of the Services.

4. **CONFIDENTIALITY** - "Confidential Information" means any non-public information relating to Customer's property, business and affairs. Unless such Confidential Information: (i) was previously known to DataShield Corporation free of any obligation to keep it confidential; (ii) is subsequently made public by Customer or by a third party having a legal right to make such disclosure; or (iii) was known to DataShield Corporation prior to receipt of same from Customer, the Confidential Information shall be held in confidence by DataShield Corporation and shall be used only for the purposes provided in this Agreement. DataShield Corporation shall use the same degree of care to safeguard Customer's Confidential Information as it uses to safeguard its own. However, DataShield Corporation may comply with any subpoena or similar order related to materials delivered to DataShield Corporation provided that it shall, unless prohibited by law, notify Customer promptly of any such subpoena or notice. Customer shall pay DataShield Corporation'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 for successive one-year terms unless written notice of nonrenewal is delivered by either party to the other not less than forty-five (45) days prior to the date of expiration of such term. A \$150.00 Early termination fee will apply if service is cancelled within the first 12 months.

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 thirty (30) days after written notice from the non-breaching 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 DataShield Corporation to retrieve) all DataShield Corporation bins and other property kept at Customer's site, and DataShield Corporation shall have no obligation to provide further Services to Customer.

5.3 **Default.** If Customer fails to pay amounts due in accordance with this agreement or otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days of Customer's receipt of written notice from DataShield, DataShield may terminate this Agreement upon written notice and may seek recovery of damages resulting from Customer's nonpayment or other breach. Customer shall be liable for any and all costs associated with any remedy chosen by DataShield in the event of default described herein.

6. **CLAIMS.** Customer must present any claim with respect to any Service in writing to DataShield Corporation 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.

7. LIABILITY AND WARRANTY

7.1 **Limitation of Liability.** DataShield Corporation 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 DataShield Corporation's gross negligence or willful misconduct. DataShield Corporation's maximum liability for any and all claims arising with respect to the Services provided under this Agreement shall not exceed one (1) million dollars. In no event shall DataShield Corporation be liable for any consequential, incidental, special or punitive damages, regardless of whether an action is brought in tort, contract or any other theory, and regardless of whether DataShield Corporation has been advised of the possibility of such damages.

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 DataShield Corporation hereunder. Customer shall reimburse DataShield Corporation for any expenses reasonably incurred by DataShield Corporation (including reasonable legal fees) by reason of DataShield Corporation 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 DataShield Corporation.

7.3 **Indemnification.** Customer shall indemnify DataShield Corporation and hold DataShield Corporation harmless from and against and in respect to any and all losses, liabilities, claims, costs (including, without limitation, court costs and reasonable attorneys' fees), damages, expenses or deficiencies arising out of or due to (i) any breach of any representation, warranty or any agreement, covenant or obligation on the part of Customer made in this Agreement and/or (ii) any Services performed by DataShield Corporation in good faith and in accordance with the terms and conditions of this Agreement.

7.4 **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DATASHIELD CORPORATION HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY OF ITS SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF TITLE, FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

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 DataShield Corporation shall be sent to DataShield Corporation, Attn: President, 4518 F Street, Omaha, NE 68117.

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 1.4 above, Customer may not assign this Agreement, without the prior written consent of DataShield Corporation, 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.** DataShield Corporation 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 DataShield Corporation under this Agreement.

8.5 **Entire Agreement.** This Agreement constitutes the entire agreement between DataShield Corporation 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 DataShield Corporation.

- 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 DataShield Corporation on an exclusive basis at all facilities covered by this Agreement for the term of this Agreement.
- 8.8 Choice of Law and Venue and Jury Trial Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, except for its conflicts of laws principles that would cause the application of laws of another jurisdiction. Each party hereby submits to the exclusive jurisdiction of the courts of such state, and waives any objection to venue with respect to actions brought in such courts. THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.
- 8.9 Survival. The rights and obligations of the Parties under this Agreement that by their nature should survive any termination or expiration of this Agreement, shall survive such termination or expiration.

[Intentionally left blank]

For internal use

For Office Use Only	
Approval	
Customer Number	
Install Date	
First Service Date	
Route Number	
Frequency	
Availability Schedule Entered	
Dispatch Approval	