DATE: 10/10/19

CONTRACT #: 8002218

CONTRACT FOR: On-Site Hard Drive Shredding

CONTRACTOR: Rockland Congrunity, LLC.

NIGP CODE: 920-0000

VENDOR CODE #: 309039

SUBMITTED FOR ACCEPTANCE BY:

JEFF HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10/10/19

DATE 10/11/19

DATE 10/14/19

DATE 10/15/19
Rockland Congruity dba Procurri Boston, LLC
By: 

Paul Leeder
(Print Name)
Title: Manager
Date: 10/2/19

NOTARY PUBLIC/JUSTICE OF THE PEACE
On the 2 day of October, 2019
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Paul Leeder

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

Jane P. McNulty
(Notary Public/Justice of the Peace)
My Commission expires:
October 16, 2020

Congruity 360 LLC
By: 

Sean Brady
(Print Name)
Title: Manager
Date: 10/3/19

NOTARY PUBLIC/JUSTICE OF THE PEACE
On the 2 day of October, 2019
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Sean Brady

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

Jane P. McNulty
(Notary Public/Justice of the Peace)
My Commission expires:
October 16, 2020

STATE OF NEW HAMPSHIRE
The State is willing to consent to the assignment of all rights, obligations and liabilities of Assignor under the Agreement to Assignee as of the Effective Date.

By: 

Charles M. Arlinghaus
(Print Name)
Title: Commissioner
Department of Administrative Services

Page 2 of 2

Contractor Initials: [Signature]
CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

1. Paul Leeber, hereby certify that:
   (Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

   1. I am the Sole Member/Manager of the Company of Rockland Congruity 168 Procure Bostn
      (Name of Limited Liability Company)

   2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as
      evidence that I have full authority to bind Rockland Congruity 168 Procure Bostn
      (Name of Limited Liability Company)

      and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such
      authority.

      Paul Leeber
      (Contract Signatory - Signature)

      10/2/19
      (Date)

STATE OF

MA

COUNTY OF

Plymout

On this the 2nd day of October 2019, before me Jane P. McNulty
(Name of Notary Public / Justice of the Peace)
the undersigned officer, personally appeared Paul Leeber
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged
that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand
and official seal.

Jane P. McNulty
(Notary Public / Justice of the Peace - Signature)
Commission Expires

October 15, 2020
Business Information

Business Details

Business Name: ROCKLAND CONGRUITY LLC
Business Type: Foreign Limited Liability Company
Business Creation Date: 08/14/2017
Date of Formation in Jurisdiction: 01/15/2017
Principal Office: 56 Pembroke woods dr, Pembroke, MA, 02359, USA
Citizenship / State of Formation: Foreign/Delaware
Business Email: pleeber@congruity360.com
Notification Email: pleeber@congruity360.com
Business ID: 776854
Business Status: Good Standing
Name in State of Formation: ROCKLAND CONGRUITY LLC
Mailing Address: 56 Pembroke woods dr, Pembroke, MA, 02359, USA
Last Annual Report Year: 2019
Next Report Year: 2020
Phone #: 781-829-0140
Fiscal Year End Date: NONE

Principal Purpose

<table>
<thead>
<tr>
<th>S.No</th>
<th>NAICS Code</th>
<th>NAICS Subcode</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Professional, Scientific, and Technical Services</td>
<td>Other Computer Related Services</td>
</tr>
</tbody>
</table>

Principal Information

Name/Title
Congruity, LLC / Member

Business Address
56 Pembroke Woods Dr, Pembroke, MA, 02359, USA
# Certificate of Liability Insurance

**Client#: 161661**

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**

J Smith Lanier & Co Atlanta  
11330 Lakefield Drive  
Suite 100  
Johns Creek, GA 30097-1508

**INSURED**

Rockland Congruity, LLC DBA Procurre  
Boston  
56 Prembrooke Woods Dr.  
Pembroke, MA 02359

**INSDER**: Hartford Renters Insurance Co.  
**NAIC #:** 19682

**INSURER A**: Hartford Casualty Insurance  
**INSURER C**: Federal Insurance  
**INSURER D**:  
**INSURER E**:  
**INSURER F**:

**COVERAGES**

**CERTIFICATE NUMBER:**  
20UUNIA7984

**REVISION NUMBER:**

**INSR. LTR.**  
**TYPE OF INSURANCE**  
**ADDS. SUBWVRD.**  
**POLICY NUMBER**  
**POLICY EFF. (MM/DD/YYYY)**  
**POLICY EXP. (MM/DD/YYYY)**  
**LIMITS**

**A**  
COMMERCIAL GENERAL LIABILITY  
CLAIMS-MADE  
X OCCUR  
07/23/2019  
07/23/2020  
$1,000,000  
$1,000,000  
$10,000  
$1,000,000  
$2,000,000  
$2,000,000

**B**  
UMBRELLA LIABILITY  
X OCCUR  
CLAIMS-MADE  
07/23/2019  
07/23/2020  
$5,000,000  
$5,000,000

**C**  
Professional Liab  
07/23/2019  
07/23/2020  
$5,000,000 Aggregate  
$5,000,000 Each

**CERTIFICATE HOLDER**

State of New Hampshire  
Dept of Admin Services  
Bureau of Purchasing and Property  
25 Capitol Street, RM 102  
Concord, NH 03301

**CANCELATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

[Signature]

© 1998-2015 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Commercial Lines - (305) 443-4886
USI Insurance Services LLC
2601 South Bayshore Drive, Suite 1600
Coconut Grove, FL 33133

INSURED
TriNet HR III, Inc.
RE: Rockland Congruity, LLC
9000 Town Center Parkway
Bradenton, FL 34202

CONTACT
NAME: Risk Management Department
PHONE: (650) 443-8489
FAX: (650) 889-0021
E-MAIL: Work.Comp@Trinet.com

INSURER(S) AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>NAIC #</th>
<th>INSURER A: ACE American Insurance Company 22867</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>INSURER B:</th>
</tr>
</thead>
</table>

<table>
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<tr>
<th>INSURER C:</th>
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</thead>
</table>

<table>
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<tr>
<th>INSURER D:</th>
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</table>

<table>
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<tr>
<th>INSURER E:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>INSURER F:</th>
</tr>
</thead>
</table>

COVERAGE
CERTIFICATE NUMBER: 14604279
REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>RISK/ ALT</th>
<th>TYPE OF INSURANCE</th>
<th>ADL SUBR INSUR, WVR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GENL AGGREGATE LIMIT APPLIES PER POLICY</td>
<td>PROJ</td>
<td>LOC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>OWNED AUTOS ONLY</td>
<td>HIRED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXCESS LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DEO</td>
<td>RETENTION</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>N/A</td>
<td>Y/N</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANY/PROP/EMP/OWN/DEPT/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</td>
<td>Y/N</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</table>

If yes, describe under DESCRIPTION OF OPERATIONS below

<table>
<thead>
<tr>
<th>Y/T</th>
<th>WLR_C66215647</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/2019</td>
<td>7/1/2020</td>
</tr>
</tbody>
</table>
| X | PER STATUTE | OTH-

ER |
| E.L. EACH ACCIDENT | $2,000,000 |
| E.L. DISEASE - EA EMPLOYEE | $2,000,000 |
| E.L. DISEASE - POLICY LIMIT | $2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' Compensation coverage is limited to worksite employees of Rockland Congruity, LLC through a co-employment agreement with TriNet HR III, Inc.

CERTIFICATE HOLDER
State of New Hampshire
Department of Administrative Services
Bureau of Purchasing and Property
25 Capitol Street, RM 102
Concord, NH 03301

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.
STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: September 1, 2017

CONTRACT #: NA

CONTRACT FOR: On-Site Hard Drive Shredding

CONTRACTOR: Congruity 360 LLC

NIGP CODE: 920-5000

VENDOR CODE #: 280476

SUBMITTED FOR ACCEPTANCE BY:

JEFF HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 9/1/17

RECOMMENDED FOR ACCEPTANCE BY:

LORETTA RAZIN, PURCHASING MANAGER
BUREAU OF PURCHASE AND PROPERTY

DATE 9/1/17

RECOMMENDED FOR ACCEPTANCE BY:

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE

APPROVED FOR ACCEPTANCE BY:

GARY LUNEDA, ADMINISTRATOR IV
BUREAU OF PURCHASE AND PROPERTY

DATE 9/1/17

ENDORSED FOR ACCEPTANCE BY:

LISA M. POLLARD, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 9-5-17

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9-5-17

Revised 6/21/17 PAR
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

<table>
<thead>
<tr>
<th>1. Identification</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.1 State Agency Name</strong></td>
<td><strong>1.2 State Agency Address</strong></td>
</tr>
<tr>
<td>State of New Hampshire</td>
<td>State House Annex, Room 102</td>
</tr>
<tr>
<td>Department of Administrative Services</td>
<td>25 Capitol Street</td>
</tr>
<tr>
<td>Bureau of Purchase and Property</td>
<td>Concord, NH 03301</td>
</tr>
<tr>
<td><strong>1.3 Contractor Name</strong></td>
<td><strong>1.4 Contractor Address</strong></td>
</tr>
<tr>
<td>Congruity 360 LLC</td>
<td>56 Pembroke Woods Drive</td>
</tr>
<tr>
<td></td>
<td>Pembroke, MA 02359</td>
</tr>
<tr>
<td><strong>1.5 Contractor Phone Number</strong></td>
<td><strong>1.6 Account Number</strong></td>
</tr>
<tr>
<td>781-826-9080</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>1.7 Completion Date</strong></td>
<td><strong>1.8 Price Limitation</strong></td>
</tr>
<tr>
<td>September 30, 2020</td>
<td>$192,000.00</td>
</tr>
<tr>
<td><strong>1.9 Contracting Officer for State Agency</strong></td>
<td><strong>1.10 State Agency Telephone Number</strong></td>
</tr>
<tr>
<td>Jeff Haley, Purchasing Agent</td>
<td>603-271-2202</td>
</tr>
<tr>
<td><strong>1.11 Contractor Signature</strong></td>
<td><strong>1.12 Name and Title of Contractor Signatory</strong></td>
</tr>
<tr>
<td>[Signature]</td>
<td>[Signature]</td>
</tr>
<tr>
<td><strong>1.13 Acknowledgement:</strong> State of</td>
<td>County of</td>
</tr>
<tr>
<td>New Hampshire</td>
<td>Plymouth</td>
</tr>
<tr>
<td>On 7/30/17 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</td>
<td></td>
</tr>
<tr>
<td><strong>1.14 State Agency Signature</strong></td>
<td><strong>1.15 Name and Title of State Agency Signatory</strong></td>
</tr>
<tr>
<td>[Seal]</td>
<td>[Signature]</td>
</tr>
<tr>
<td>[Name]</td>
<td>[Name]</td>
</tr>
<tr>
<td><strong>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</strong></td>
<td><strong>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</strong></td>
</tr>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Director, On:</td>
<td>On:</td>
</tr>
<tr>
<td><strong>1.18 Approval by the Governor and Executive Council (if applicable)</strong></td>
<td><strong>1.19 Approval by the Governor and Executive Council (if applicable)</strong></td>
</tr>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>On:</td>
<td>On:</td>
</tr>
</tbody>
</table>
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.1.8, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.1.4 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available. If ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event the funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement;
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.
EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

Congruity 360 LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with On-Site Hard Drive Shredding Services in accordance with the bid submission in response to State Request for Bid #2003-18 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Scope of Services
c. EXHIBIT B Payment Terms
d. EXHIBIT C Special Provisions
e. EXHIBIT D RFB 2003-18

3. TERM OF CONTRACT

This contract shall commence on September 1, 2017 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on September 30, 2020, a period of approximately three (3) years.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

Contractor to provide On-site and/or On-site hard drive destruction options with full audit trail and certificate of destruction.

On-Site shall mean destruction taking place in a secure mobile shredder at any State Agency's physical address.

Each service should be priced on a per drive destruction rate, based on drive volumes.

- Employee Confidentiality.
  - Confidentiality Agreement. All employees or sub-contractors of the Contractor who have access to, or can provide access to, confidential materials must sign a Confidentiality Agreement.
  - Criminal Record. All employees or sub-contractors of the Contractor who have access to, or can provide access to, confidential materials must pass a criminal background check. No person
having been convicted of a felony involving theft or larceny that is related to any fiscal, financial or fiduciary matter, may be employed by the Contractor.

- Drug Screening. It is responsibility of the Contractor to ensure. All employees or sub-contractors of the Contractor who have access to, or can provide access to, confidential materials must be drug-screened at time of hire and must pass random drug tests during term of employment.

- If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. All sub-contractors must meet the same confidentially, criminal background check and drug screening requirements as noted above.

HARD DRIVE DESTRUCTION
- Contractor shall shred all drives into pieces no greater than 1 ¼ inch in size.

- All hard drive destruction shall be accomplished On-site. Observation of destruction by a State of NH employee shall be a mandatory option.

- Contractor shall insure that all shredded materials are disposed of (sold or discarded) in an environmentally safe, recycled manner with a 0% landfill policy.

SECURITY OF SHREDDING/TRANSPORT VEHICLES
- Shredded materials shall be transported by Contractor's vehicle for disposal/recycling.

- Containers must be locked in transit for destruction and remain secure throughout transport until final delivery of materials to the designated disposal/recycling location.

- All vehicles used in the transport of shredded materials shall have lockable/securable cabs and lockable/securable fully enclosed boxes.

- Vehicles must have a current commercial vehicle registration and inspection as applicable under state law.

- Drivers shall meet all licensing requirements of the State of New Hampshire, or applicable governmental jurisdiction.

ON-SITE: Contractor shall provide mobile hard drive destruction services at State Agency locations.
- Contractor must have the capacity to shred up to 800 drives in a single day's visit during normal working hours, Monday through Friday, 8:00 AM to 4:00 PM.

- Hard Drives for destruction shall be collected and stored by the State in containers provided by the Contractor or in agency owned containers.

- All drive serial numbers shall be scanned and the total drive count verified by the Contractor prior to transfer of ownership.
• The resulting scanned file shall be provided to the Agency Point of Contact (POC) in an agreed electronic file format (e.g., doc, rtf, xls) with appropriate signoff by both parties to acknowledge drive count and chain of custody transfer.

• If the On-Site shredding operation will take place away from the immediate vicinity of the Agency POC or their designate, all materials must be securely stored in locked containers during transfer from State location to Contractor’s shredding vehicle.

• Hard drives shall remain secured and separated from any other drives or material and in the immediate custody of the Contractor’s employee until the mobile shredding equipment destroys them.

• Drives may be encased in a “skuzzy drive”, which is a mounting sleeve and can either be shredded with the drive or removed prior to shredding by the Contractor.

• Contractor shall provide the option for authorized State personnel to inspect vehicle and equipment before, during and after completion of shredding services.

• The Contractor shall provide the ability for a State representative of the agency to witness the shredding operation in person or via a live video feed operating from within the shredding vehicle.

• If Contractor machinery breaks down, Contractor shall have the capability to repair the equipment on-site within a reasonable timeframe (1 hour).

• Dates and times for hard drive destruction shall be arranged between the using agency and the Contractor.

• Contractor to provide a signed “Certificate of Destruction” Manifest, which shall include:
  Date, Time, Location of Destruction, Total Drive Count along with an electronic Serial Number File in an agreed file format (e.g., doc, rtf, xls) as a fully documented audit trail.

All services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor’s employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the

Page 7 of 12

Contractor Initials PL
Date 7/30/17
necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor’s personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2003-18 as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State’s satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.
9. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.
EXHIBIT B
PAYMENT TERMS

1. CONTRACT PRICE

The Contractor hereby agrees to provide On-Site Hard Drive Shredding services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of $192,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date set as September 30, 2020.

2. PRICING STRUCTURE

ON-SITE DESTRUCTION

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
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<tbody>
<tr>
<td>Hard Drives to be destroyed per service call</td>
<td>$8.00</td>
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<tr>
<td>In accordance with the specifications of this contract.</td>
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</table>

3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State’s satisfaction.

Contractor shall be paid by Procurement Card when invoice is received.

The invoice shall be sent to the address of the using agency under agreement.

4. PAYMENT

Payments shall be made via Procurement Card by agencies participating in the Statewide P-Card Program.
EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions of this contract.
RFB #2003-18 is incorporated here within.
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer:
Tony insurance Group, Inc.
300 Congress Street
Quincy, MA 02169

Insured:
Conglomtry 360, LLC
56 Pembroke Wood Drive
Pembroke, MA 02359

Certificate Number: CL1738016555
Revision Number: 08/30/2017

This is to certify that the policies of insurance listed below have been issued to the insured named above for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<tr>
<th>Type of Insurance</th>
<th>Additional Information</th>
<th>Policy Number</th>
<th>Policy Exp. Date</th>
<th>Policy Exp. Immediacy</th>
<th>Limits</th>
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<td>Claims-Made</td>
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Automobile Liability:

Any Auto

Scheduled Autos

Non-Owned Autos

 Umbrella Liability

Excess Limits

Claims-Made

Insurers' Compensation and Employers' Liability

Any Proprietor or Partner, Executive Officer or Manager (Excluded) (Mandatory in NH)

If yes, describe under Description of Operations below

Professional Liability - Fall Safe Terra

--

Description of Operations / Locations / Vehicles (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

Computer Hardware & Software Maintenance Consulting Firm specializing in data storage, virtualization, business continuity, disaster recovery and performance tuning of SAN infrastructure optimization. Includes Conglomtry Recruiting.

Certificate Holder

State of New Hampshire, Administrative Services, Purchasing Agent,
25 Capitol St.
Concord, NH 03301

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

Signature

© 1988-2015 ACORD Corporation. All rights reserved.
**CERTIFICATE OF LIABILITY INSURANCE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER:** Commercial Lines - (305) 443-4866
Wells Fargo Insurance Services USA, Inc.
2601 South Bayshore Drive, Suite 1600
Coconut Grove, FL 33133

**INSURED:** TriNet HR III, Inc.
LIC# : Congruity 360 LLC
9000 Town Center Parkway
Bradenton, FL 34202

**CONTACT:** Risk Management Department
PHONE: (866)443-8489
E-MAIL: Work.Comp@Trinet.com
TAX (INC, No): (820)889-0021
ADDRESS: INSURERS AFFORDING COVERAGE
MAIL #

**INSURER A:** ACE American Insurance Company
22867

**Certificate Number:** 12109391

**Coverage Details:**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

**Limits:**

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<th>LIMITS</th>
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<td>$</td>
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<tr>
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<td>$</td>
<td>$</td>
</tr>
<tr>
<td>BODILY INJURY (Per Accident)</td>
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<td>$</td>
<td>$</td>
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<tr>
<td>PROPERTY DAMAGE (Per Accident)</td>
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<td>$</td>
<td>$</td>
</tr>
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<td>EACH OCCURRENCE</td>
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<td>$</td>
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</tr>
<tr>
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<td>$</td>
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<td>EXCESS LIAB</td>
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**Workers' Compensation and Employers' Liability:**

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<th>EACH EMPLOYEE</th>
<th>EMPLOYER</th>
<th>EACH DISEASE</th>
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<td>$2,000,000</td>
<td>$2,000,000</td>
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<td></td>
</tr>
</tbody>
</table>

**Workers' Compensation coverage is limited to workers employees of Congruity 360 LLC, through a co-employment agreement with TriNet HR III, Inc.**

**Certificate Holder:** Congruity 360 LLC
56 Pembroke Woods Drive
Pembroke, MA 02359

**Cancellation Note:** Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

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RESOLUTIONS ADOPTED BY LLC MANAGERS OF:
Congruity 360 LLC . Pembroke MA 02359 LLC

The undersigned, being the manager(s) of Congruity 360 LLC . Pembroke MA 02359 LLC hereby adopt the following resolutions:

1. Resolved,
   To allow Paul Leebler Director of Data security operations for Congruity 360 LLC to sign a certain contract for Data destruction Services described in RFB # 2003-18 and printed on form P-37 attached, describing terms and conditions and other details, for the state of NH.

2. Resolved,
   That any changes and addendums to this contract may also be signed by Paul Leebler for the duration of this contract.

3. Resolved,
   That Paul Leebler is our employee and is acting as our agent in this matter as directed.

4. Resolved, that all the acts taken above and resolutions are approved, ratified, and adopted.

Manager(s) Signature:  

Printed Name: Sean Brady  
Date: 8-30-2017
Business Information

Business Details

Business Name: CONGRUITY 360 LLC
Business Type: Foreign Limited Liability Company
Business Creation Date: 08/14/2017
Date of Formation in Jurisdiction: 01/15/2017
Principal Office 56 Pembroke woods dr, Pembroke, MA, 02359, USA
Citizenship / State of Formation: Foreign/Delaware

Business ID: 776854
Business Status: Good Standing
Name in State of Formation: CONGRUITY 360 LLC
Mailing Address: 56 Pembroke woods dr, Pembroke, MA, 02359, USA

Duration: Perpetual
Business Email: pleeber@congruity360.com
Notification Email: pleeber@congruity360.com

Last Annual Report Year: N/A
Next Report Year: 2018
Phone #: 781-829-0140
Fiscal Year End Date: NONE

Principal Purpose

S.No NAICS Code NAICS Subcode
1 Professional, Scientific, and Technical Services Other Computer Related Services

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: Chris Rahilly
Registered Office Address: 139 Folly Mill Rd, Seabrook, NH, 03874, USA
Registered Mailing Address: 139 Folly Mill Rd, Seabrook, NH, 03874, USA

Current Search Terms: congruity* 360*

Your search for "congruity* 360*" returned the following results...

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Status: Active

Search Results

Entity
Exclusion
Search
Filters
By Record
Status
By Record
Type

Glossary

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPTIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.
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