Department of Management

State of Iowa IT Master Agreement
Contract Declaration and Execution (CD&E)

1. Agreement – General Information and Term	
Agreement Number	2026-BUS-7752
Title of Agreement ("Agreement")	Deliverables Based Information Technology Services (DBITS)
Cooperative or Public Entity	Texas DIR
Underlying Agreement #	DIR-CPO-6206
Underlying Agreement Website	https://dir.texas.gov/contracts/dir-cpo-6206
Start Date	As of the last signature below ("Effective Date")
Initial Term End Date	May 5, 2028
Number of Annual Renewals	3
Term: This Agreement will remain coterminous with the Underlying Agreement unless terminated sooner in accordance with the terms set forth herein.	
Use by Other Entities: This Agreement may be used by any entity authorized to purchase under this Agreement.	

2. Vendor Information			
Vendor:	**Gartner, Inc.**		
Sales Contact:	Megan Hollinger	Megan.Hollinger@gartner.com 515-218-0561	
Contract Manager:	Blaire Metcalfe	Blaire.Metcalfe@gartner.com 432-528-2050	
Addresses:	**Main Address:** 180 N. LaSalle Street, Suite 2100 Chicago, IL 60601	**Billing Address:** P.O. Box 911319 Dallas, TX 75391	**Notice Address:** 1201 Wilson Blvd. Arlington, VA 22209
SAM Unique Entity Identifier: CFALLJBGZ697	**Iowa Secretary of State Business Number:** 288155	**Incorporated under the laws of:** DE	**Security Framework - Attachment B:** ISO 27001

3. Agency Information		
Issuer:	**Iowa Department of Management ("DOM")**	
Contract Manager:	IT Contracts	itcontracts@dom.iowa.gov

	Contact and Billing Address:	Main and Formal Notice Address:
Addresses:	Department of Management Attn: Business Services 200 E. Grand Avenue, Ste.100 Des Moines, IA 50309 E: ITContracts@dom.iowa.gov	Department of Management Attn: Office of General Counsel 1007 E Grand Ave G13 Des Moines, IA 50319 email: domlegalnotices@iowa.gov

4. Master Agreement Summary

Deliverables Based Information Technology Services (DBITS) - Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP), Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing, IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Advisory, and Contract Implementation Services, Project and Program Management

5. Documents Incorporated/Order of Precedence

This Agreement and all attachments and external documents identified below are incorporated by this reference and together comprise the terms and conditions governing the relationship between the Parties, to be interpreted in the following order of precedence:

5.1. Ancillary agreements unique to a Purchasing Entity making purchases hereunder that specifically address state, local, or federal regulatory or compliance concerns and which may be incorporated via a Purchasing Instrument;

5.2. The following documents are incorporated by reference solely to establish their potential applicability and order of precedence. These documents shall apply to the extent expressly designated as applicable in a Purchasing Instrument executed hereunder. Inclusion of a reference in this section shall not, in itself, impose an obligation on Vendor unless and until such obligation is expressly incorporated into a Purchasing Instrument.

5.2.1. The IT Business Associate Agreement ("BAA"), which may be updated from time to time to conform with applicable federal laws, a current version of which is available at: https://dom.iowa.gov/media/222;

5.2.2. The IRS Publication 1075 Exhibit 7, which may be updated from time to time to conform with applicable laws, a current version of which is available at: Publication 1075 (Rev. 11-2021) ;

5.2.3. The Federal Certifications, which may be updated from time to time to conform to applicable federal law, a current version of which is available at https://dom.iowa.gov/media/377;

5.2.4. Iowa Code chapter 8F.

5.3. The terms of any Purchasing Instruments executed hereunder;

5.4. General Terms and Conditions (Attachments A and B);

5.5. The Underlying Agreement;

5.6. The Solicitation;

5.7. The Proposal.

6. Signatures	
IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused their respective duly authorized representatives to execute this Agreement, which is effective as of the Effective Date.	
Vendor	**State of Iowa**
Gartner, Inc.	**The Department of Management**
Authorized signature: David Vixama	**Authorized signature:** Kraig Paulsen
Date: 7/17/2026 | 6:42 AM CDT	**Date:** 7/17/2026 | 11:06 AM CDT
Printed Name: David Vixama	**Printed Name:** Kraig Paulsen
Title: Associate Director	**Title:** Director, Department of Management
Address: 56 TOP GALLANT ROAD STAMFORD, CT 06902-7700	**Address:** 1007 E. Grand Ave. G13 Des Moines, Iowa 50309
Email: americascontracts.cons1@gartner.com	**Email:** ITContracts@dom.iowa.gov

Attachment A

General Terms and Conditions

The parties may be referred to herein individually as a **"Party"** or collectively as the **"Parties."** The Parties agree to the following:

1. **Overview.**

   1.1. Reserved.

   1.2. Relationship between this Agreement and Individual Purchasing Instruments. Each Purchasing Instrument executed hereunder shall be deemed, upon its execution, to incorporate the terms and conditions of this Agreement and shall constitute a separate, distinct, and independent Agreement between Vendor and the applicable Purchasing Entity. To the extent a Purchasing Entity other than DOM makes a purchase hereunder pursuant to a Purchasing Instrument executed by it, such Purchasing Entity shall be solely responsible for any payments due, duties, and obligations otherwise owed Vendor under the separate Purchasing Instrument. In addition, notwithstanding any other provision of this Agreement to the contrary, DOM bears no obligation or liability for any other Purchasing Entity's losses, liabilities, or obligations, including Vendor's failure to perform, arising out of or relating in any way to this Agreement. Likewise, the State of Iowa generally bears no obligation or liability for any political subdivision or other non-State Entity's losses, liabilities, or obligations, including the Vendor's failure to perform, arising out of or relating in any way to this Agreement.

   1.3. Incorporation of the Underlying Agreement.

      1.3.1. Governmental entities making purchases hereunder shall be afforded all of the rights, privileges, warranties, and indemnifications afforded by the Underlying Agreement, and such rights, privileges, warranties, and indemnifications shall accrue and apply with equal effect to governmental entities making purchases hereunder. Except as otherwise provided herein or in a Purchasing Instrument, Vendor shall perform all duties, responsibilities, and obligations required under the Underlying Agreement in the time and manner specified thereunder. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the Underlying Agreement, such conflict or inconsistency shall be resolved as stated on the CD&E.

      1.3.2. Any references in the Underlying Agreement to the governmental entity or its governmental units, or to rights and privileges granted to such governmental units, shall be interpreted to mean the State of Iowa and its equivalent governmental entities for the purposes of this Agreement. Similarly, any references to the governmental entity statutes, regulations, case law, or other legal authorities shall be construed as references to the corresponding Iowa legal authorities addressing substantially similar subject matter.

2. **Definitions.** In addition to any other terms that may be defined elsewhere in this Agreement, the following terms shall have the following meanings:

   2.1. **"Acceptance"** means the Purchasing Entity has determined a portion of the Deliverables satisfies its Acceptance Tests. **"Final Acceptance"** means the Purchasing Entity has determined all Deliverables satisfy the Purchasing Entity's Acceptance Tests. **"Non-**

acceptance" means the Purchasing Entity has determined that a portion of or all of the Deliverables have not satisfied the Purchasing Entity's Acceptance Tests.

2.2. **"Acceptance Criteria"** means the standards, testing results, requirements, technical standards, representations, or other criteria designated by the Purchasing Entity and against which Acceptance Tests are conducted, including any of the foregoing stated or expressed in this Agreement, a Purchasing Instrument, the Solicitation, the Proposal, any Documentation, and any applicable state, federal, foreign, and local laws, rules, and regulations.

2.3. **"Acceptance Tests"** or **"Acceptance Testing"** means the tests, reviews, and other activities that are performed by or on behalf of the Purchasing Entity to determine whether any or all Deliverables meet Acceptance Criteria or otherwise satisfy the Purchasing Entity, as determined by the Purchasing Entity in its sole discretion.

2.4. **"AI"** or **"Artificial Intelligence"** means a machine-based system that is designed to autonomously or semi-autonomously generate or materially modify content, code, recommendations, or decisions that can influence physical or virtual environments. For purposes of this Agreement, AI does not include incidental or embedded software features whose primary purpose is to assist with routine tasks (such as spell-check, grammar suggestions, or basic data sorting) and which do not independently generate or materially modify Deliverables under this Agreement.

2.5. **"Authorized Contractors"** means independent contractors, consultants, or other third parties that are retained, hired, or utilized by the Purchasing Entity in any way to assist the Purchasing Entity with any Deliverables provided hereunder.

2.6. **"Confidential Information"** means, subject to any applicable federal, state, or local laws and regulations, including Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party (**"Disclosing Party"**) to the other Party (**"Receiving Party"**) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was previously and rightfully in the possession of the Receiving Party from a source other than the Disclosing Party; (ii) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (iii) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (iv) is in the public domain; (v) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; (vi) is disclosed or is required or authorized to be disclosed in compliance with applicable law; or (vii) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

2.7. **"Customer Data"** means all information, data (including de-identified and aggregated data), materials, or documents (including Confidential Information and Personal Data) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from the Purchasing Entity, the State of Iowa, or users, directly or indirectly, including from any Authorized Contractors of any of the foregoing, related to this Agreement in any way whatsoever, regardless of form, including all information, data, materials, or documents accessed, used, or developed by Vendor in connection with any Customer-Owned Deliverables provided hereunder and all originals and copies of any of the foregoing.

2.8. **"Customer Property"** means any property, whether tangible or intangible, of or belonging to the Purchasing Entity, including Customer Data and Customer-Owned Deliverables, software, hardware, programs, or other property possessed, owned, or otherwise controlled, maintained, or licensed by the Purchasing Entity, including third party software or Third-Party Intellectual Property.

2.9. **"Customer-Owned Deliverables"** means any Deliverables specifically created or developed by Vendor at the direction of the Purchasing Entity pursuant to a Purchasing Instrument, including all associated intellectual property rights, such as copyrights, patents, trade secrets, trademarks, and related Documentation, but excluding Vendor Materials.

2.10. **"Deliverables"** means all of the services, goods, software, work, work product, items, materials, and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or otherwise made available through, Vendor, directly or indirectly, in connection with this Agreement.

2.11. **"Documentation"** means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, code, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation, and materials discovered, created, or developed by Vendor hereunder or otherwise related to or used in conjunction with any Deliverables in any medium, including hard copy, electronic, digital, and magnetically, or optically encoded media.

2.12. **"DOM"** means the State of Iowa Department of Management and, unless the context clearly indicates otherwise, any independent contractors, consultants, or other third parties (including other governmental entities) who are retained, hired, or utilized by DOM in furtherance of this Agreement.

2.13. **"Personal Data"** means any information relating to an identified or identifiable person, including, but not limited to, Social Security or other government-issued identification numbers, federal or state tax information, "Personal Information" as defined in Iowa Code 715C, account security information, financial account information, credit/debit/gift or other payment card information, account passwords, intellectual property, document identification number, and sensitive or personal data (or equivalent terminology) as defined under any applicable law regarding privacy, data protection, information security obligations, or the Processing of Personal Data.

2.14. **"Process"** or **"Processing"** shall mean any operation or set of operations performed upon the Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination, and deletion of Personal Data.

2.15. **"Proposal"** means the Vendor's response to the Solicitation.

2.16. **"Purchasing Entity"** means the governmental entity that signs a Purchasing Instrument and, unless the context clearly indicates otherwise, any independent contractors, consultants, or other third parties who are retained, hired, or utilized by the Purchasing Entity in furtherance of the Purchasing Instrument or this Agreement.

2.17. **"Purchasing Instrument"** means an individual transactional document executed hereunder for the purchase of Deliverable(s) pursuant to this Agreement, regardless of form, and which identifies the specific Deliverable(s) to be purchased and any Acceptance Criteria.

2.18. **"Vendor"** means the entity identified on the CD&E including any employees, agents, independent contractors, or any other staff or personnel acting on behalf of or at the direction of Vendor, which personnel may alternatively be referred to as **"Vendor Personnel"**, and which includes any Vendor contractor performing or providing services or Deliverables under this Agreement.

2.19. **"Vendor Materials"** means all pre-existing materials, including software, methodologies, tools, techniques, processes, and know-how owned by Vendor.

3. Modified Underlying Agreement Terms.

3.1. Definitional and Reference Substitutions.

3.1.1. Where the Underlying Agreement refers to "DIR" or the "Department of Information Resources" in the context of the contracting state agency exercising rights for its own benefit, such references shall be interpreted to mean the Department of Management ("DOM") for purposes of the Iowa–Vendor relationship, except where the reference describes a Vendor obligation owed to Texas DIR under the Underlying Agreement (such as the DIR Administrative Fee and DIR sales reporting), which obligations remain the Vendor's obligations to Texas DIR and are unaffected.

3.1.2. Where the Underlying Agreement refers to "Customer" as the purchasing governmental entity, such references shall, for the Iowa–Vendor relationship, be interpreted to mean DOM or the applicable Purchasing Entity.

3.1.3. Where the Underlying Agreement refers to the Underlying contract number DIR-CPO-6206 for purposes of an Iowa purchase, that reference is supplemented by Iowa Agreement No. 2026-BUS-7752.

3.2. Choice of Law and Venue (Appendix A §§ 4.6, 11.2(e)). Appendix A sections 4.6 and 11.2(e) are modified to indicate that this Agreement is governed by the laws of the State of Iowa, without giving effect to the choice of law principles of Iowa law. Any litigation in connection with this Agreement shall be brought and maintained in the state or federal courts sitting in Polk County, Iowa.

3.3. Payment Terms (Appendix A § 9.3). Appendix A section 9.3 is amended to include: The Purchasing Entity shall pay all approved invoices in arrears and, to the extent applicable, in conformance with Iowa Code section 8A.514. The Purchasing Entity may pay in fewer than sixty (60) days, but an election to pay in fewer than sixty (60) days shall not, to the extent applicable, act as an implied waiver of Iowa Code section 8A.514. Pursuant to Iowa Code section 8A.514, if payment is not made within sixty (60) days after the date of receipt of a correct invoice, an interest payment of one percent (1%) per month for the unpaid balance is permitted.

3.4. Confidentiality/Open Records (Appendix A §§ 15.7, 16.27). Appendix A sections 15.7 and 16.27 are amended to delete "the Texas Public Information Act" and "Texas Government Code Section 552" as applied to DOM or any Purchasing Entity and replace with "Iowa Code Chapter 22." Notwithstanding the foregoing, the State will not disclose Confidential Information under this Agreement except as required by Iowa Code Chapter 22 or other applicable law.

3.5. Indemnification – AG Defense, Settlement Approval, State Does Not Indemnify, Attorney's Fees (Appendix A § 13.1). Section 13.1 is amended to include:

3.5.1. Pursuant to Iowa Code 13.2(1)(b), the Department shall have the right to participate in its own defense through a representative of the Iowa Department of Justice. Settlement offers made on behalf of the Department which require monetary contribution from the Department or subject the Department to any performance obligation must be approved by the applicable Department.

3.5.2. Notwithstanding anything to the contrary in the Underlying Agreement or any document incorporated by reference, under no circumstances will the State of Iowa, the Department, or any Purchasing Entity indemnify, defend, or hold harmless Vendor, and any provision purporting to require such indemnification shall be of no force and effect.

3.5.3. Notwithstanding anything to the contrary contained in the Underlying Agreement, the State, the Department, and any Purchasing Entity shall not be responsible for Vendor's attorney fees and/or expenses.

3.6. Survival (Appendix A § 4.5). Appendix A section 4.5 Survival is modified to include the following provisions to survive:

3.6.1. Section 4.12 (Use of Artificial Intelligence);

3.6.2. Section 4.13 (General Provisions); and

3.6.3. Attachment B (Data Protection Addendum).

4. Additional Terms and Conditions.

4.1. No Additional Fees. Other than as permitted by Purchasing Instrument, the Purchasing Entity shall not be obligated to pay any other amounts to the Vendor, specifically including travel, lodging, and related expenses. In no event shall the Purchasing Entity be responsible for payment of Vendor's performance costs incurred in connection with this Agreement, including but not limited to equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other operational and administrative costs and expenses. To the extent any Purchasing Instrument calls for reimbursement of travel, such travel charges may never exceed the amounts allowed under DAS-SAE travel policy, DAS-SAE Title 210. (available at: https://das.iowa.gov/state-employees/travel-and-relocation/210-travel). For vendors, travel reimbursement may not exceed the amounts that would be payable under DAS-SAE 210.245. (available at: https://das.iowa.gov/sites/default/files/acct_sae/sae_manual/210/210-245.pdf). In addition, in-state lodging reimbursement is limited to providers certified by the Iowa Department of Public Safety's Human Trafficking Prevention Training.

4.2. Retention. To secure Vendor's performance under this Agreement, a Purchasing Entity may retain a mutually agreed upon percentage of the fees or other compensation associated with each Deliverable provided under a Purchasing Instrument (**"Retained Amounts"**) until all Deliverables under such Purchasing Instrument have been provided and the Purchasing Entity has given its Final Acceptance. Retained Amounts shall be payable upon the Purchasing Entity's delivery of written notice of Final Acceptance, subject to the terms and conditions hereof.

4.3. Erroneous Payments and Credits. The Vendor shall promptly pay or refund to the Purchasing Entity the full amount of any overpayment or erroneous payment within ten (10) business days after either discovery by the Vendor or notification by the Purchasing Entity of the overpayment or erroneous payment. If the Vendor fails to provide a timely refund pursuant to this obligation, a simple interest of one percent (1%) per month may be charged on the outstanding balance unless one percent (1%) exceeds the maximum amount allowed by applicable law, in which case interest shall accrue at the maximum rate allowed by law.

4.4. Set-off Against Sums Owed by Vendor. The State may offset payments owed Vendor under this Agreement by sums the Vendor owes the State or any of its subdivisions in any context. The Vendor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

4.5. Withholding Payments. In addition to pursuing any other remedy provided herein or by law, the Purchasing Entity may withhold compensation or payments to Vendor, in whole or in part, without penalty or legal liability to the Purchasing Entity or work stoppage by Vendor, in the event Vendor fails to perform pursuant to this Agreement, or fails to provide Deliverables that meet or conform to contractual obligations. No interest shall accrue or be paid to Vendor for withheld sums.

4.6. Repayment Obligation. In the event that any State of Iowa funds or federal funds are deferred or disallowed as a result of any audits, or found to have been expended in violation of the laws applicable to the expenditure of such funds, and where such findings are due in whole or in part to Vendor's action or omission, Vendor will be liable to the Purchasing Entity for the full amount of any claim disallowed (or the amount of funds expended in violation of such applicable laws) and for all related penalties incurred. If the State of Iowa or any federal agency concludes that Vendor has been paid for any cost that is unallowable, unallocable, or unreasonable under this Agreement, Vendor will be liable to the Purchasing Entity for such cost. Vendor shall pay to the Purchasing Entity all amounts for which the Vendor is liable under this section within twenty (20) business days of receiving the Purchasing Entity's written demand or written notice. The Purchasing Entity may withhold any payment under this Agreement if Vendor fails to timely make any payment required by this section.

4.7. Taxes. Vendor shall be responsible for paying any taxes incurred by Vendor in the performance of this Agreement. The State of Iowa, DOM, and the Purchasing Entity are exempt from the payment of sales and other taxes.

4.8. Acceptance Testing.

4.8.1. All Deliverables must undergo the Purchasing Entity's Acceptance Testing as described in this section. If alternative Acceptance Testing processes are described in a Purchasing Instrument(s), the process set forth in the Purchasing Instrument will prevail. After the Vendor completes work on a Deliverable, it must inform the Purchasing Entity that the Deliverable is ready for testing. If the Purchasing Entity requests assistance during testing, the Vendor will assist without levying additional fees or other amounts. The Purchasing Entity will then test the Deliverable(s) to verify that each Deliverable conforms to its Acceptance Criteria. It will then inform the Vendor of Acceptance or Non-Acceptance. If the Purchasing Entity determines Non-Acceptance, the Vendor has ten (10) days to correct the issues and submit the work again for retesting. If the Purchasing Entity again does not provide Acceptance, the Purchasing Entity may pursue any of the following remedies:

4.8.1.1. Require Vendor to correct and repair such Deliverable(s) within such period of time as the Purchasing Entity may specify in a written notice to the Vendor;

4.8.1.2. Refuse to accept such Deliverable(s) without penalty or legal liability and without any obligation to pay any fees or other amounts associated with such Deliverable(s), or receive a refund of any fees or amounts already paid with respect to such Deliverable(s);

4.8.1.3. Accept such Deliverable(s) on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the Purchasing Entity's satisfaction, the deficiencies present therein and any reduced value or functionality of such Deliverable(s), or the costs likely to be incurred by the Purchasing Entity to correct such deficiencies; or

4.8.1.4. Terminate the applicable Purchasing Instrument or seek any and all available remedies, including damages. Such termination may occur without prior notice or an opportunity to cure.

The Purchasing Entity's right to exercise the foregoing rights and remedies, including termination of the applicable Purchasing Instrument, shall remain in effect through notice of Final Acceptance of all Deliverables. The Vendor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable(s) shall not be construed as a waiver of any of the Purchasing Entity's rights to enforce the terms of this Agreement or require performance in the event Vendor breaches this Agreement.

4.9. Vendor Performance Monitoring.

4.9.1. DOM monitors performance through a Vendor scorecard program that collects data on Vendor performance under state contracts gathered through a formal feedback process. Feedback may address cost, delivery and support, flexibility, partnership, and security and compliance. Performance data may include the Vendor's effectiveness in meeting contract obligations, service level agreements, project management requirements, and risk management protocols.

4.9.2. Vendors have access to their scorecard results and the methodology by which they are calculated. Scorecards are typically issued annually during the term of the contract. DOM reserves the right to publicly post vendor scorecard results, except where a low score is anticipated, in which case the Vendor will be notified in advance and given the opportunity to appeal through DOM's established process for contested cases applicable to vendor appeals in the applicable Iowa Administrative Code.

4.9.3. Scorecard performance may be considered in relation to future State purchasing decisions.

4.10. Representations, Warranties, and Covenants.

4.10.1. Non-exclusivity. Unless expressly stated otherwise in a Purchasing Instrument, express remedies in this Section are not exclusive, and the Purchasing Entity preserves all rights to seek any and all remedies available to it under law both during and after expiration or termination of the Agreement or Purchasing Instrument.

4.10.2. Disclaimer of Warranties. ALL SERVICES ARE PROVIDED ON a professional and workmanlike manner. EXCEPT FOR THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT and any purchasing instruments, Vendor DISCLAIMS, to the extent allowable by law, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT CONTRACTOR BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE PURCHASING ENTITY.

4.10.3. Quiet Enjoyment. Vendor represents and warrants that: (i) it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide Deliverables to the Purchasing Entity hereunder and to assign, grant, and convey the rights, benefits, licenses and other rights assigned, granted, or conveyed to the Purchasing Entity hereunder without violating any rights of any third party; (ii) it has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Purchasing Entity herein; and (iii) the Purchasing Entity shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.

4.10.4. Compliance with Laws. The Vendor represents and warrants that the Vendor and Vendor-provided Deliverables will at all relevant times comply with all applicable State and federal laws, including, but not limited to, those relating to information and communication technology accessibility requirements, including applicable provisions of Section 508 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, each as amended, including any implementing regulations and successor standards applicable to public entities serving a population of 50,000 or more (collectively, "Accessibility Standards"). At minimum, Vendor shall conform to the Web Content Accessibility Guidelines as adopted or incorporated by applicable law, or any successor guidelines, whichever imposes the greater accessibility requirements.

4.10.5. Documentation. The Vendor represents and warrants that during the Term, the Documentation will accurately describe the functional and operational characteristics of any Deliverable and that the Documentation is detailed and complete such that it will allow a reasonably skilled operator to use and operate the Deliverables.

4.10.6. Sole Ownership. Vendor represents and warrants that the Purchasing Entity shall acquire sole ownership of all Customer-Owned Deliverables, free from any rights or interests of Vendor or of any third party. Vendor shall not retain any copies of any Customer-Owned Deliverables. For the avoidance of doubt, nothing in this section shall be construed to limit Vendor's rights under sections 4.15 and 4.16 below.

4.10.7. Compliance with Iowa Department of Management Policies. Vendor shall substantially comply with all applicable policies issued by the Iowa Department of Management, as published at https://policies.iowa.gov and as may be amended from time to time. Vendor acknowledges that such policies are incorporated herein by reference to the extent applicable to Vendor's performance under this Agreement.

4.11. Termination.

4.11.1. Termination Without Advance Notice. DOM may terminate this Agreement or a Purchasing Entity may terminate an associated Purchasing Instrument without advance notice if:

4.11.1.1. Vendor makes false statements in connection with the Agreement,

4.11.1.2. Vendor, its staff, or its subcontractors have engaged in criminal conduct, including fraud, misappropriation, embezzlement, or malfeasance,

4.11.1.3. Vendor takes any steps, as determined in DOM's or the applicable Purchasing Entity's discretion, towards dissolution or suspension of business,

4.11.1.4. Vendor's authority to do business here or elsewhere is threatened or lost,

4.11.1.5. Vendor has failed to comply with applicable laws when performing pursuant to the Agreement or Purchasing Instrument,

4.11.1.6. Vendor's ability to perform is materially impacted by third-party claims of intellectual property violations by Vendor, or

4.11.1.7. Vendor's actions may expose DOM, the State of Iowa, or a Purchasing Entity to material liability.

Vendor shall notify DOM or the applicable Purchasing Entity of any events that could give rise to DOM's right to terminate this Agreement or a Purchasing Instrument for cause.

4.11.2. Limitation of Payment Obligations. If DOM terminates this Agreement or a Purchasing Entity terminates a Purchasing Instrument for cause, DOM or the applicable Purchasing Entity retains the right to contest amounts that remain unpaid as of the date of termination. In all other termination contexts, the Purchasing Entity will pay those amounts due for goods or services accepted by the Purchasing Entity for which the Purchasing Entity is obligated to pay up to the date of termination, to the extent that funds to make these payments are legally available. Payment is contingent upon the submission and acceptance of invoices for the sums due. Under no circumstances will the Purchasing Entity be liable for sums not expressly owed under the terms of the Agreement or a Purchasing Instrument.

4.11.3. Vendor's Termination or Expiration Duties. As it relates to this Agreement or any associated Purchasing Instrument, upon receipt of a notice of termination, upon expiration, or upon request of DOM or a Purchasing Entity, Vendor must:

4.11.3.1. cease work under the Agreement or Purchasing Instrument and take all appropriate actions to limit disbursements and minimize costs;

4.11.3.2. provide a report to the Purchasing Entity addressing the Purchasing Entity's information needs, including the status of all work performed under the Agreement;

4.11.3.3. cease using and return any Customer Property or Customer-Owned Deliverables;

4.11.3.4. comply with the Purchasing Entity's directions concerning Customer Data;

4.11.3.5. return or refund any Purchasing Entity payments for goods or services not provided to the Purchasing Entity;

4.11.3.6. provide all Deliverables to the extent the Purchasing Entity has a property interest in the Deliverable; and

4.11.3.7. continue to perform and provide such goods and/or services under this Agreement as the Purchasing Entity may request for a transition period of up to 365 days from the effective date of such termination or expiration, and collaborate with the Purchasing Entity and any replacement contractor. As part of such request, the Purchasing Entity will inform the Vendor of the number of days needed for transition (**"Transition Period"**). During the Transition Period, the Purchasing Entity agrees to pay the Vendor any fees to which the Vendor would be entitled under this Agreement for goods and/or services performed or provided during such period. In the event the Purchasing Entity's request for transition assistance does not require the Vendor to continue providing all of the goods and/or services under this Agreement or applicable Purchasing Instrument, the Parties will negotiate in good faith a downward adjustment in the fees owed the Vendor.

4.12. Use of Artificial Intelligence.

4.12.1. Advance Approval for AI Usage. Vendor shall obtain prior written approval from the Purchasing Entity before utilizing artificial intelligence (AI) technologies in the provision of services under this Agreement or Purchasing Instruments entered into pursuant to this Agreement. The Vendor shall clearly identify in writing the specific AI technologies to be employed, their intended functions, and their potential impact on service delivery.

4.12.2. Documentation of AI Utilization. In cases where computer code is generated, written, or modified using AI technologies, the Vendor shall ensure that the sections of code influenced by AI are thoroughly documented with appropriate comments indicating that they are the result of AI utilization. This Documentation shall be provided along with any Deliverables that include AI-derived code.

4.12.3. AI Training Data Usage. The Vendor shall not employ Customer Data or Confidential Data to train AI systems without obtaining prior written approval from the Purchasing Entity. The intended usage of such data for AI training must align with existing data usage rights, and the Vendor shall ensure that data privacy and security are maintained throughout the process.

4.12.4. Data Normalization to Prevent Discrimination. The Vendor shall include within a submitted Plan of Action and Milestones (POAM) a detailed outline of the measures to be taken for data normalization in AI training. This normalization process shall be designed to prevent algorithmic discrimination and ensure fair and equitable outcomes.

4.12.5. Evaluation of Third-Party AI Offerings. Should the Vendor intend to employ third-party AI offerings in the execution of this Agreement or Purchasing Instruments entered into pursuant to this Agreement, the Vendor must provide a comprehensive explanation of how such AI technologies have been trained to avoid algorithmic discrimination, safeguard data privacy, and ensure system safety and effectiveness. The Vendor shall also provide advanced notice and clarification to any individuals whose data might be used for future AI training.

4.12.6. Human Alternatives and Fail-Safe Mechanisms. In instances where AI technologies fail to adequately fulfill the service requirements, the Vendor shall ensure the provision of human-operated alternatives that are capable of meeting the needs of the circumstance. These alternatives shall be readily available to ensure seamless service continuity.

4.12.7. Human Vetting of AI Output. Prior to finalizing any output generated by AI technologies, the Vendor shall subject such output to thorough human evaluation and interaction. This evaluation shall assess the accuracy, relevance, and appropriateness of AI-generated content, ensuring the delivery of high-quality, reliable results.

4.12.8. Compliance and Reporting. The Vendor shall adhere to all applicable laws, regulations, and standards governing the use of AI technologies in the context of the Agreement. The Vendor shall provide regular reports to the Purchasing Entity detailing the usage, performance, and outcomes of AI technologies as per the terms of this clause.

4.13. General Provisions.

4.13.1. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

4.13.2. Use of Third Parties. None of the Deliverables to be provided by Vendor pursuant to this Agreement shall be subcontracted or delegated to any third party without the prior written consent of a Purchasing Entity. Such consent shall not be deemed in any way to provide for the incurrence of any additional obligation of a Purchasing Entity, whether financial or otherwise. Any subcontract to which a Purchasing Entity has consented shall be in writing and shall in no way alter the terms and conditions of this Agreement. All subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that a Purchasing Entity may deem necessary.

4.13.3. Integration. This Agreement supersedes former agreements for the goods and/or services addressed in the Agreement and represents the entire agreement between the Parties. Neither Party is relying on any representation that may have been made that is not included in this Agreement. No click-through, or other end user terms and conditions or agreements required by the Vendor ("Additional Terms") that are not part of this Agreement provided with any Services hereunder shall be binding on DOM or the Purchasing Entity, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

4.13.4. Waiver. The parties may agree in writing to waive some aspect of Vendor performance. Failure by one Party to require performance under the Agreement by the other Party does not affect the right to enforce the Agreement's terms or claim breach concerning subsequent Agreement compliance issues.

4.13.5. Notices. Any legal notices required by the Agreement, or a Purchasing Instrument, shall be given in writing by registered or certified mail with proof of receipt, or overnight delivery, which shall be addressed to each party's Notice Address. To the extent a Purchasing Instrument is executed by a Purchasing Entity other than DOM, the Vendor shall additionally notice the Purchasing Entity at the billing address set forth on the applicable Purchasing Instrument. From time to time, the parties may change the name and address of a party designated in the Notice Address. Such changes shall be in writing to the other party. Notices shall be deemed to have been provided at the time it is actually received in the case of hand delivery; within one day in the case of overnight delivery; or within five days after it is deposited in the U.S. Mail.

4.13.6. Cumulative Rights. The various rights, powers, options, elections, and remedies of DOM or any Purchasing Entity provided for in this Agreement shall be construed as cumulative.

4.13.7. Time is of the Essence. Time is of the essence with respect to the Vendor's performance of its obligations under this Agreement. Vendor shall ensure that all Vendor Personnel providing services and Deliverables hereunder are responsive to the Purchasing Entity's requirements and requests in all respects, including in accordance with any specific timelines identified in a duly executed Purchasing Instrument.

4.13.8. Authorization. The Vendor represents and warrants that it has the right, power, and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action to approve the execution, delivery, and performance of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of the Vendor, enforceable in accordance with its terms.

4.13.9. Successors in Interest. All terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, and legal representatives.

4.13.10. Right of Inspection/Vendor Compliance. The Purchasing Entity may inspect the Vendor's books and records at reasonable times in order to monitor the performance of this Agreement or a Purchasing Instrument, including but not limited to any request that the Vendor provide a copy of its affirmative action program and its compliance in accordance with Iowa Admin. Code ch. 11-121. All subcontracts shall contain provisions that allow the same. The Vendor shall promptly comply with and correct any deficiencies noted in any audit and promptly implement any recommendations requested by the Purchasing Entity. The Vendor shall not impose any charge or fee in connection with any such audit. Vendor will comply with the provisions of Iowa Admin. Code ch. 11-121 to the extent they are consistent with Executive Orders 14151, 14173, 14398; FAR 52.222-90; and related EEOC and DOJ guidance (collectively, the "Federal Government's DEI Rules"). To the extent any provision of this Agreement, or any obligation arising hereunder, is in conflict with the Federal Government's DEI Rules, the Federal Government's DEI Rules shall control.

4.13.11. Multiple Counterparts and Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which, when taken together, shall constitute one contract binding on all Parties. The Parties agree to accept electronic signatures in lieu of "wet" signatures on Agreement documents in accordance with Iowa Code chapter 554D or other applicable law.

4.13.12. Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting a partnership, joint venture, or other association of any kind implying the establishment of an agent/principal relationship between the Parties.

4.13.13. Attachments. The Parties agree that if any document is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference as if fully set forth herein.

4.13.14. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.

4.13.15. Administrative Fees and Reporting.

4.13.15.1. Vendor shall provide one percent (1.00%) administrative fee on all sales made through this Agreement, without affecting authorized prices/rates. This one percent (1.00%) administrative fee shall be paid quarterly to the Iowa Department of Management, Attn: Chief Financial Officer, at the billing address located in CD&E section 3. Payment shall be made in accordance with the following schedule:

Period End	**Reporting and Fee Due**
September 30 (Q1)	October 31
December 31 (Q2)	January 31
March 31 (Q3)	April 30
June 30 (Q4)	July 31

4.13.15.2. The Vendor shall submit a quarterly report via email to **ITContracts@dom.iowa.gov** detailing all sales in the State of Iowa and identifying the Purchasing Entity, the Purchasing Instrument number, and the State of Iowa Contract number. The quarterly sales report is due on the dates listed above.

4.13.16. Title to Property. Title to all property furnished by the Purchasing Entity to the Vendor to facilitate the performance of this Agreement and any Customer-Owned Deliverables shall remain the sole property of the Purchasing Entity, as applicable. The Vendor shall be responsible for the proper custody and care of any such property and may not encumber such property or otherwise use such property for monetary gain. All such property shall only be used by the Vendor for purposes of fulfilling its obligations under this Agreement and shall be returned to the Purchasing Entity at the conclusion of the Agreement.

4.14. Insurance.

4.14.1. Insurance Requirement. The Vendor shall, at its sole expense, maintain in full force and effect, insurance covering its work of the type and in amounts required by this attachment. Vendor's insurance shall, among other things, insure against any loss or damage resulting from or related to Vendor's performance of the Agreement, regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Exhibit shall: (a) remain in full force and effect for the entire Term of the Agreement; and (b) not be reduced, changed (to the detriment of DOM, the Purchasing Entity, or any governmental entities), or canceled (without being simultaneously replaced by another policy meeting the requirements of this section). All above minimum limits can be met with the combination of primary and umbrella/excess policies.

4.14.2. Exclusion. The following insurance obligations do not apply in any setting in which a Vendor only provides licensed software to the Purchasing Entity and does not have access to Customer Data through that relationship.

4.14.3. Insurance Policies. Unless otherwise requested by the Purchasing Entity, the Vendor shall cause to be issued insurance policies with the coverages set forth below:

Type of Insurance	***Limit***	***Amount***
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	$2 million $1 million $1 million $1 million
Excess Liability, umbrella form	Each Occurrence Aggregate	$1 million $1 million
Technology Errors and Omissions Insurance	Each Occurrence Aggregate	$5 million $5 million
Workers Compensation and Employer Liability	As Required by Iowa law	$2 million
Cyber Liability / Network Security	Each Occurrence Aggregate	$5 million $5 million

4.14.4. Claims Provision. All insurance policies required by this Exhibit, with the exception of the policy for Errors and Omissions Insurance, must provide coverage on an "occurrence basis" for all claims arising from activities occurring during the term of the policy, regardless of the date the claim is filed or expiration of the policy. The policy for Errors and Omissions Insurance will provide coverage on a "claims made" basis, provided, however, that such policy includes an extended reporting period or tail coverage acceptable to the Purchasing Entity.

4.14.5. Certificates of Coverage. The Vendor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the

Agency upon execution of this Contract. Send the Certificate of Insurance (COI) to the DOM contract email address: **ITContracts@dom.iowa.gov**. Include in the COI the following additions:

COI - Description of Operations box shall state:
The State of Iowa and the Iowa Department of Management are named as additional insured. No insurance cancellation shall be made without at least thirty (30) days prior written notice to the State of Iowa and the Iowa Department of Management.

COI - The Certificate Holder box shall state:
State of Iowa - Department of Management
200 East Grand Avenue
Des Moines, IA 50309

4.15. Ownership of Deliverables. Notwithstanding the requirements set forth in the Agreement, Vendor shall assign to the Purchasing Entity ownership of any project Deliverable(s) originally created for and submitted to the Purchasing Entity, provided, however, that Vendor may use, reproduce, display and distribute excerpts and data from the deliverables, either alone or together with other material, in the ordinary course of Vendor's business, so long as such excerpts and data do not identify the Purchasing Entity by name or contain any of the Purchasing Entity's confidential or proprietary information, and provided further that Vendor retains all right, title and interest in and to its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, Vendor's copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey Tools for Applications and Infrastructure, and benchmark comparisons ("Preexisting Intellectual Property"). Nothing contained in this Agreement shall preclude Vendor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Vendor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Vendor shall not use or disclose any of the Purchasing Entity's confidential information.

4.16. Preexisting Materials. The Purchasing Entity shall retain its rights in any proprietary material that the Purchasing Entity supplies to Vendor. If the Purchasing Entity provides Vendor with materials owned or controlled by the Purchasing Entity or with use of, or access to, such materials, the Purchasing Entity grants to Vendor all rights and licenses that are necessary for Vendor to fulfill its obligations under each Statement of Work. Vendor grants to the Purchasing Entity for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of any Vendor "Preexisting Intellectual Property" embodied in the Deliverables.

Attachment B - Data Protection Addendum

1. **Definitions:**

   1.1. **"Security Breach"** means the loss of control, compromise, unauthorized use, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: a person other than an authorized user accesses personally identifiable information; or an authorized user accesses Customer Data for a reason other than an authorized purpose.

   1.2. **"Security Incident"** means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of (1) Customer Data, and/or (2) an information system or the information the system Processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

2. **Confidentiality**

   2.1. Customer Data. The Purchasing Entity owns and has exclusive rights to all Customer Data. Vendor must treat all Customer Data as Confidential Information, keep it secure, and not disclose or use it for any purpose other than providing goods or services under the Agreement. All uses for commercial or political purposes are strictly forbidden, unless prior written approval of the Purchasing Entity is provided solely for the use of benchmarking services. Vendor must comply with any restrictions on use or disclosure outlined in the Agreement or applicable law. Vendor may only retain Customer Data for purposes of performing pursuant to the Purchasing Instrument or by prior written approval of the Purchasing Entity. The Vendor may be held civilly or criminally liable for improper use or disclosure of Customer Data. The Vendor shall not link any data provided by DOM or a Purchasing Entity with any other data systems or data sets without prior written permission from the applicable entity.

   2.2. Vendor Confidential Information. Unless otherwise required by applicable law, the Purchasing Entity will not intentionally disclose Vendor's Confidential Information to a third party (excluding the Purchasing Entity's Authorized Contractors) without the Vendor's prior written consent.

   2.3. Return or Destruction. Upon completion of duties under this Agreement or upon the specific direction of either party, the other party shall return or destroy Confidential Information and/or Customer Data and not retain any copies thereof, subject to any retention obligations imposed by law. If immediate destruction is not possible, the party retaining such information shall return or destroy the retained information as soon as feasible and shall certify that the retained information will be safeguarded to prevent unauthorized disclosures until it has been purged. Once all Confidential Information and/or Customer Data has been completely purged, the party purging the information shall provide certification of destruction in accordance with methods approved by the National Institute of Standards and Technology.

   2.4. Compelled Disclosures. In the event that a subpoena or other legal process is served upon either party for Customer Data held by Vendor or for Vendor Confidential Information held by a Purchasing Entity, the party shall promptly notify the other party and cooperate in any lawful effort to defend against the disclosure.

   2.5. Open Records and Electronic Discovery Requests. Vendor must assist the Purchasing Entity by providing information needed to comply with open records laws (including

Iowa Code Chapter 22) or in connection with any legal process or proceeding. Vendor's assistance in this regard must be provided timely and designed to meet the timing obligations imposed by law. Vendor will ensure Customer Data is stored and maintained so as to avoid spoliation or other electronic discovery issues.

3. Security/Privacy.

3.1. Data Protection. Vendor shall safeguard the confidentiality, integrity, and availability of Customer Data, Customer Property, and the Deliverables. In so doing, Vendor shall implement and maintain reasonable and appropriate administrative, technical, and physical security measures to safeguard against unauthorized access, disclosure, theft, or modification of Customer Data, Customer Property, and Deliverables.

3.2. Compliance with Security Plan. Vendor represents and warrants that it will adhere to the cybersecurity plan adopted pursuant to the Vendor Security Framework identified in the CD&E. Vendor will ensure that its internal policies, procedures, and practices align with the objectives and requirements set forth in the cybersecurity plan and the Vendor Security Framework. The identified Vendor Security Framework may be changed or updated from time to time by mutual agreement of the Parties.

3.3. Compliance Reporting. Not more than once annually during the Term, a Purchasing Entity may request, and Vendor shall provide reasonable evidence of compliance with the Vendor's Security Framework.

3.4. Encryption. Customer Data shall be encrypted at rest and in transit with controlled access, and the Deliverables shall use TLS 1.2 or higher. Unless otherwise expressly provided herein or otherwise agreed to by the Parties in writing, Vendor is responsible for encryption of Customer Data in its possession. Additionally, Vendor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in Federal Information Processing Standards (FIPS) 140-3, Security Requirements for Cryptographic Modules for all Customer Data, or equivalent industry standards, unless the Purchasing Entity approves in writing the storage of Customer Data on a portable device that does not satisfy these standards.

3.5. CONUS Obligation. Access, storage, Processing, transmission, retention, or other maintenance of Customer Data at rest and all backups shall occur solely in the continental United States of America. Vendor shall not allow Vendor personnel to access, store, Process, or retain Customer Data on any portable devices, including personal computers, tablets, or cell phones, except to the extent such devices are used and permanently stored or backed up at all times only in the continental United States of America.

3.6. Import and Export of Data. Purchasing Entity must have the ability at all times to extract Customer Data and other information from any Vendor systems housing such information or data. Vendor must assist with such extracts when necessary, must not interfere with such extracts, must ensure extracts are provided at no additional charge to the Purchasing Entity, and must make sure that data can be exported in a commercially reasonable format so that the Purchasing Entity can then import data into other systems. Regarding exporting data and information, the Vendor must ensure that the Purchasing Entity receives the requested data or information within seven days of making a request. The format of the exported data should be as specified by the Purchasing Entity or, if not feasible, in a commercially reasonable format.

3.7. Security Audits. During the term, upon request and not more than once annually, perform the Purchasing Entity may perform security assessment of Vendor by requesting responses to an industry standard questionnaire and by requesting evidences limited to certificate of external audit (ISO27001 or equivalent), Table of Contents of Policies and attestation of third party external penetration tests Vendor uses independent third parties to perform regular penetration testing to check for security vulnerabilities and shall share Pentest attestation with DOM or the Purchasing Entity upon request. Vendor shall promptly remediate any identified vulnerabilities identified through such penetration tests in accordance with its Information Security Policy.

3.7.1. Notwithstanding any other provision in this Agreement, Vendor shall not have access to State of Iowa systems containing protected state or federal data.

3.8. Access to Security Logs and Reports. Vendor shall maintain security logs and reports. Such reports shall include, at minimum, latency statistics, user access summaries, user access IP address summaries, and user access history and security logs related to Customer Data.

3.9. Personnel Safeguards.

3.9.1. *Background Checks.*

3.9.1.1. *Minimum Requirements.* Vendor shall comply with its internal background check policies. Where Vendor does not have an internal background check policy, or in the event Vendor's background check policy is inadequate based on the nature of Customer Data stored or processed by Vendor, Vendor agrees to comply with DOM background check policy. Vendor shall provide DOM and the Purchasing Entity with these background check results in a mutually agreeable form and manner prior to Vendor staff performing services pursuant to this Agreement or a Purchasing Instrument. In the event of an adverse finding, Vendor personnel may be disqualified from performing services under the Agreement in the sole discretion of the applicable Purchasing Entity.

3.9.1.2. *Costs.* Vendor is responsible for all costs associated with any Vendor personnel background checks, regardless of who performs the background checks.

3.9.1.3. *Additional Screening.* If any Vendor personnel will access, or have the ability to access, data that is subject to federal regulatory requirements (including, but not limited to, data regulated under the Health Insurance Portability and Accountability Act (HIPAA), Criminal Justice Information Services (CJIS) Security Policy, Internal Revenue Service (IRS) Publication 1075, or other federal data protection laws), then the Vendor shall ensure that such personnel undergo background checks in compliance with all applicable federal regulations prior to the commencement of any engagement involving access to such data.

These background checks may include, as required by the applicable regulations, a work history review, financial review, state or local criminal history check, and a national criminal history check through the Federal Bureau of Investigation (FBI). Vendor personnel may also be required to authorize the release of background check results, including those from the FBI, to DOM, the Purchasing Entity, or other applicable governmental authorities.

Such background checks may be conducted by the Purchasing Entity, DOM, or their Authorized Contractors, or may be required to be performed by Vendor in accordance with applicable federal standards. The results shall be provided in a mutually agreeable form and manner prior to access to the regulated data.

DOM and the Purchasing Entity reserve the right to require additional background screening during the engagement, consistent with applicable law and regulation.

3.9.1.4. *Right to Remove Individuals.* The Purchasing Entity and DOM shall have the right at any time to require that the Vendor remove from interaction with the Purchasing Entity or DOM, as applicable, any Vendor representative who the Purchasing Entity or DOM believes is detrimental to its working relationship with the Vendor. The Purchasing Entity or DOM will provide the Vendor with notice of its determination and the reasons it requests the removal. If the Purchasing Entity or DOM signifies that a potential security violation exists with respect to the request, the Vendor shall immediately remove such individual. The Vendor shall not assign the person to any aspect of this Agreement or future work orders without the Purchasing Entity's or DOM's consent.

3.9.2. *Security Awareness Training.* Vendor personnel providing services to DOM or a Purchasing Entity are required to attend annual security awareness training addressing the importance of securing, safeguarding, and otherwise appropriately handling Customer Property, including Customer Data. Any such security awareness training should minimally conform with applicable DOM Security Awareness Training policies or requirements. Where a Purchasing Instrument requires compliance with training requirements imposed by federal partners, the Vendor agrees to comply with the more stringent training requirements.

3.9.3. *Separation of Job Duties and Non-disclosure.* Vendor shall monitor and enforce separation of job duties, and limit access to and knowledge of Customer Property and Customer Data to those Vendor personnel to which such access and knowledge is necessary to provide the Deliverables hereunder. Vendor personnel may be required to sign the Purchasing Entity's standard confidentiality or non-disclosure agreement(s), or other confidentiality or non-disclosure agreement(s), including as may be required by applicable law, rule, regulation, or policy.

4. <u>Security Incidents and Breaches</u>.

4.1. <u>Security Incident or Data Breach Notification:</u>

4.1.1. *Reporting Requirements.* Vendor must report, using reasonable degree of certainty based on Vendor's due diligence, Security Incidents and Security Breaches (collectively "Security Events") to the contact identified in the applicable Purchasing Instrument(s) as well as to the State of Iowa Security Operations Center ("SOC"):

Email: soc@iowa.gov
Local: 515-281-4762 (4SOC)

4.1.2. *Notification Timeframes*. The Vendor shall notify the SOC of Security Events within the shorter of (a) 72 hours, or (b) the timeframe imposed by applicable law. Vendor shall only delay notification to DOM and the Purchasing Entity of a Security Event when required to do so by applicable law.

4.2. Investigations in Response to Security Events. The Vendor agrees at its sole expense to take all steps necessary to promptly remedy any Security Event and to cooperate with DOM and the Purchasing Entity through the actions that follow in this section herein. Upon notice of any Security Event, the Vendor will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to the Security Event. To the extent permitted by law, Vendor shall provide DOM and the Purchasing Entity a summary report consisting of sufficient detail to enable DOM and the Purchasing Entity to comply with applicable legal and regulatory requirements resulting from such Security Event. Vendor agrees that it will not notify any regulatory authority relating to any Security Event unless DOM and the Purchasing Entity specifically request Vendor do so in writing, or unless otherwise required to do so by applicable law.

4.3. Consumer Notification Obligation. Vendor shall be responsible for all applicable consumer notification requirements in the event of a Security Event caused in whole or in part by Vendor.

4.4. Exposure for Damages related to Security Events. Vendor shall be responsible for all damages to the extent it results from Vendor's negligent act or omission related to a Security Event. Any such damages shall be construed as direct damages for purposes of this Agreement, and such damages expressly include any costs, expenses, damages, fines, legal fees (including the time and expense of the Iowa Attorney General's Office), and court costs related to the Security Event.

5. Disaster Recovery and Business Continuity.

5.1. Creation, Maintenance, and Testing. The Vendor shall maintain a Business Continuity and Disaster Recovery Plan for the Deliverables ("**Plan**"), test the Plan at least yearly, and implement the Plan in the event of any unplanned interruption. The test results (successful or not with date on which the test was performed) will be forwarded to the purchasing entity upon request. Throughout the Term, the Vendor shall maintain disaster avoidance procedures designed to safeguard the Customer Data, the data processing capability, and the availability of the Deliverables. Additional disaster recovery and business continuity requirements may be set forth in individual Purchasing Instruments.

5.2. Activation of Plan. The Vendor shall immediately notify DOM and the Purchasing Entity of any disaster or other event that results in the activation of the Plan. If Vendor fails to reinstate the Deliverables impacted by any such disaster within the periods of time set forth in the Plan, DOM or Purchasing Entity, as applicable, may immediately terminate this Agreement or applicable Purchasing Instrument as a non-curable breach and without any penalty or liability. Termination under this section is in addition to any other remedies available hereunder. Force Majeure provisions of the Agreement shall not limit Vendor's obligations under this section.

5.3. Backup and Recovery. Except as otherwise set forth in a Purchasing Instrument or Service Level Agreement, the Vendor shall maintain a contemporaneous backup of Customer Data in accordance with Vendor's policies. Vendor shall not materially reduce the security level of Customer Data when updating its policies and infrastructure. In the event of a material loss of Customer Data under Vendor's control, Vendor shall use commercially reasonable efforts to restore such data from the most recent available backup. Backups of Customer Data shall not be considered in calculating storage used by DOM or a Purchasing Entity in the event that fees are calculated based on storage used or amount of data transfer under the Agreement. All costs of data restoration shall be borne by the Vendor.

6. Survives Termination. Vendor's duties, obligations, and liabilities as set forth in this Data Protection Addendum shall survive termination of this Agreement.