

NASPO ValuePoint

PARTICIPATING ADDENDUM 2025-BUS-7535**SOFTWARE VALUE ADDED RESELLER (SVAR) LED BY
THE STATE OF ARIZONA****Master Agreement #:** CTR060021**Contractor:** CDW-G**Participating Entity:** STATE OF IOWA**Participating Addendum #:** 2025-BUS-7535

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

1. **Scope:** This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, **except** for products or services relating to the following:

- Cybersecurity Risk Assessments
- Breach Notification Assistance
- Incident Response Planning and Execution
- Vulnerability Assessment and Penetration Testing
- Security Awareness Training
- Security Monitoring and Threat Detection
- Security Policy and Procedure Development
- Compliance and Regulatory Support
- Security Architecture Design and Review
- Forensic Analysis, Investigation & Litigation Support

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addenda or the Master Agreement itself.

2. **Participation:** This Participating Addendum covers the participation of the Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law.

3. **Order of Precedence:**

- a. The State of Iowa Participating Addendum ("PA");
- b. The Lead Agency's Master Agreement (includes negotiated Terms & Conditions)
- c. The Lead Agency's Solicitation, including all Addendums; and
- d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order, or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

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4. **Term:** This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
5. **Primary Contacts:** The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Sales:	Mike Sasada
Address:	230 N. Milwaukee Ave., Vernon Hills, Illinois, 60061
Telephone:	608-298-1014
Fax:	N/A
Email:	miksasa@cdw.com

Compliance:	Michelle McDaniel
Address:	230 North Milwaukee Ave., Vernon Hills, IL 60061
Telephone:	210-853-9455
Fax:	N/A
Email:	michelle.mcdaniel@cdwg.com

PARTICIPATING ENTITY:

Name:	Laura Shannon
Address:	200 E. Grand, Des Moines, IA 50309
Telephone:	515-672-4569
Fax:	N/A
Email:	itcontracts@dom.iowa.gov

6. Participating Entity Modifications and Additions to the Master Agreement

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions as described in Attachments A and B of this Participating Addendum.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addenda or the Master Agreement itself.

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7. Terms:

The Participating Entity agrees to the terms of the Master agreement only to the extent the terms are not in conflict with applicable law.

8. Non-Exclusivity:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Participating Addendum shall not restrict the State of Iowa, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations and other governmental entities from acquiring similar, equal, or like goods and/or services from other contracted entities or sources.

9. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

10. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

11. Administrative Fees and Reporting:

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.

Vendor shall provide a 1.00% administrative fee on all sales made through this Agreement. This 1.00% administrative fee shall be paid quarterly to the Iowa Department of Management, Attn: CFO, 200 E. Grand Avenue, Ste . 100, Des Moines, Iowa 50309. The State of Iowa administrative fee of one percent (1.00%) is added to the maximum markup in the CDW-G Price Sheet. Payment shall be made in accordance with the following schedule:

Quarterly and Fee Reporting Schedule (Fiscal Year):

Quarter 1 (July 1 – September 30)	Report Due: October 31
Quarter 2 (October 1 – December 31)	Report Due: January 31
Quarter 3 (January 1 – March 31)	Report Due: April 30
Quarter 4 (April 1 – June 30)	Report Due: July 31

12. Software Licenses:

Terms of Use. The State's rights in software, including SaaS, will be governed by the Publisher's standard end user license agreement, unless the State has negotiated alternative terms directly with the Publisher in which case the alternative terms will govern.

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IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY – State of Iowa **CONTRACTOR - CDWG**

Signature: <i>Kraig Paulsen</i>	Signature: <i>Dario Bertocchi</i>
Name: Kraig Paulsen	Name: Dario Bertocchi
Title: Director of Iowa Department of Management	Title: VP, Contracting Operations
Date: 9/29/2025 10:00 AM CDT	Date: 9/29/2025 9:16 AM CDT

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

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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. **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.
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. **“AI” or “Artificial Intelligence”** means a machine-based system that infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.
 - 2.2. **“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.
 - 2.3. **“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.
 - 2.4. **“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-

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Owned Deliverables provided hereunder and all originals and copies of any of the foregoing.

- 2.5. **“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.
- 2.6. **“Customer-Owned Deliverables”** means any Deliverables discovered, created, or developed by Vendor at the direction of the Purchasing Entity or for a specific project under this Agreement, including all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto.
- 2.7. **“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.
- 2.8. **“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.
- 2.9. **“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.
- 2.10. **“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.
- 2.11. **“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.
- 2.12. **“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.

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- 2.13. **“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 or specifications related thereto.

3. Modifications to the Master Agreement

- 3.1. Any references in the Underlying Agreement to the State of Arizona, 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 city or state statutes, regulations, case law, or other legal authorities shall be construed as references to the corresponding Iowa legal authorities addressing substantially similar subject matter.

- 3.2. Where the Underlying Agreement refers to “Contractor,” replace with “Vendor” or “Vendor Personnel.”

- 3.3. Section 2.2 - Conflicts of the Special Terms and Conditions is hereby modified to insert the following documents, in the order listed below, to take precedence before the documents identified in (a). The original list in Section 2.2 shall remain and shall apply after the documents listed below:

- 3.3.1. 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;

- 3.3.2. The following incorporated terms, to the extent expressly designated as applicable in a Purchasing Instrument:

- 3.3.2.1. 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/download?inline>. The BAA will be negotiated at the time of requirement;

- 3.3.2.2. The IRS Publication 1075 Exhibit 7, which may be updated from time to time to conform to applicable laws, a current version of which is available at: <https://www.irs.gov/pub/irs-utl/p1075.pdf>;

- 3.3.2.3. 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/download?inline>.

- 3.3.2.4. Iowa Code chapter 8F.

- 3.4 Special Terms and Conditions Section 3.3.2 Notices and Correspondence is modified to strike (a) in its entirety and marked reserved, and (b) is struck in its entirety and replaced with the following:

Department of Management
Attn: CFO
200 E. Grand Avenue, Ste.100
Des Moines, IA 50309
email: ITContracts@dom.iowa.gov

- 3.5 Special Terms and Conditions Section 3.6 Books and Records is struck in its entirety and

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replaced with the following:

- 3.5.1 Records Retention and Access. The Vendor shall maintain records that sufficiently and properly document the Vendor's performance under this Agreement, including records that document all fees and other amounts charged during the Term of this Agreement, for a period of at least five years following the later of the date of final payment, termination, or expiration of this Agreement, or the completion of any audit. The Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the Purchasing Entity, and where federal funds are involved, any authorized representative of the United States government, to access and examine, audit, excerpt, and transcribe any pertinent records of the Vendor, annually, however stored, relating to the Vendor's performance under this Agreement. The Vendor shall require Vendor contractors to agree to the same provisions as set forth in this subsection.
- 3.5.2 Right of Inspection/Vendor Compliance. The Purchasing Entity may inspect the Vendor's books and records annually 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, containing goals and time specifications 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 the annual audit and promptly implement any recommendations requested by the Purchasing Entity.
- 3.6 Special Terms and Conditions Section 3.11 Offshore Performance of Certain Work Prohibited is struck in its entirety and substituted with the language in the PA's Attachment B section 3.5.
- 3.7 Special Terms and Conditions Section 4.1.1 Payment Deadline shall be modified to conform to Iowa Code section 8A.514. The Purchasing Entity shall pay all approved invoices in arrears and, to the extent applicable, in conformance with Iowa Code section 8A.514 and corresponding implementing rules, regulations, and policies. The Purchasing Entity may pay in less than 60 days, but an election to pay in less than 60 days shall not, to the extent applicable, act as an implied waiver of Iowa Code section 8A.514. Vendor shall submit all invoices for payment to the Purchasing Entity by August 1 for all services performed in the preceding state fiscal year (the State fiscal year ends June 30). If the Vendor seeks payment for end-of-state fiscal year claims submitted after August 1, the Vendor may submit the late claims, but the Purchasing Entity will only reimburse the claims if funding is available and the Purchasing Entity is legally authorized to make payment. If funding is not available after the end of the state fiscal year, the Vendor may submit the claim to the Iowa State Appeal Board for a final decision regarding reimbursement of the claim.
- 3.8 Special Terms and Conditions Section 4.2.1 Contractor to Pay All Taxes is struck in its entirety and replaced with the following: 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: https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/sales_tax_exempt.
- 3.9 Special Terms and Conditions Section 6.2 Contractor Insurance Requirements is modified to include:

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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:

Except with respect to Workers Compensation, the State of Iowa and the Iowa Department of Management are included as additional insureds on a primary and non-contributory basis for all applicable policies, without limitation or restriction by policy provisions.

COI - The Certificate Holder box shall state:

State of Iowa - Department of Management
200 East Grand Avenue
Des Moines, IA 50309

- 3.10 Special Terms and Conditions Section 6.3 Indemnification is struck in its entirety and replaced with the following: Vendor shall indemnify and hold harmless DOM, the State of Iowa, the Purchasing Entity, and their employees, officers, or representatives ("Indemnitees") from and against any third-party claims, legal actions, judgments, penalties, fines, or other costs, including costs of counsel, finally awarded by a court of competent jurisdiction or included as part of a final settlement, in any way arising out of Vendor's negligence, willful misconduct, or material breach of this Agreement during performance under this Agreement. However, Vendor shall not be responsible for indemnifying Indemnitees to the extent such claims arise from the Indemnitees' own negligence or willful misconduct.
- 3.11 Special Terms and Conditions Section 13 Data and Information Handling is struck in its entirety and replaced with Attachment B Data Processing Addendum of this PA.
- 3.12 Special Terms and Conditions Section 14 Information Technology Work is struck in its entirety and replaced with Attachment B Data Processing Addendum of this PA.
- 3.13 Uniform Terms and Conditions Section 3.6 Advertising, Publishing and Promotion of Contract is modified to add the following:

The Vendor is prohibited, both during the term of the Agreement and after the Agreement's termination or expiration, from publicizing this contractual arrangement relationship or in any way using, as applicable, DOM's or the Purchasing Entity's name, logo, or other identifying information without prior written consent.

4 Additional Agreement Terms.

- 4.1 Effect of Purchasing Instruments. An entity purchasing off of this Agreement may agree to additional terms and conditions in a Purchasing Instruments that are in conflict with or inconsistent with the terms and conditions of this Agreement. Such Purchasing Instrument terms apply only to the scope of work identified in the Purchasing Instrument and do not alter the agreed terms in this Agreement. Notwithstanding the foregoing, the following terms of this Agreement shall always control regardless of any contrary terms that may be in a Purchasing Instrument:

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- 4.1.1 The definition of Confidential Information;
 - 4.1.2 Set-off obligations;
 - 4.1.3 Compliance with the Law;
 - 4.1.4 Termination provisions;
- 4.2 No Additional Fees. 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.
- 4.3 Payment does not Imply Acceptance. Payment, including final payment, shall not be construed as acceptance of any services or Deliverables with Deficiencies or incomplete work, and Vendor shall remain responsible for compliance with its contractual obligations. Vendor's acceptance of the last payment from the Purchasing Entity shall operate as a release of any and all claims related to this Agreement concerning the Purchasing Entity's obligations under this Agreement.
- 4.4 Retention. To secure Vendor's performance under this Agreement, a Purchasing Entity may retain a mutually agreed upon percentage, not to exceed 5%, 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.
- 4.5 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 30 business days after either discovery by the Vendor or notification by the Purchasing Entity of the overpayment or erroneous payment.
- 4.6 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.
- 4.7 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 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

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for which the Vendor is liable under this section within 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.

- 4.8 Acceptance Testing. 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. 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 a mutually agreed upon number of 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 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;
- 4.8.2 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). For clarity, this provision does not impact Deliverables that have been Accepted;
- 4.8.3 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
- 4.8.4 Terminate the applicable Purchasing Instrument as outlined in the Agreement or seek any and all available remedies, including damages.

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 or any Deficiency is later discovered with respect to such Deliverable(s).

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

- 4.9.1 Vendor makes false statements in connection with the Agreement,
- 4.9.2 Vendor, its staff, or its subcontractors have engaged in criminal conduct including fraud, misappropriation, embezzlement, or malfeasance,
- 4.9.3 Vendor takes any steps, as determined in DOM's or the applicable Purchasing Entity's discretion, towards dissolution or suspension of business,
- 4.9.4 Vendor's authority to do business here or elsewhere is threatened or lost,

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- 4.9.5 Vendor has failed to comply with applicable laws when performing pursuant to the Agreement or Purchasing Instrument,
- 4.9.6 Vendor's ability to perform is materially impacted by third-party claims of intellectual property violations by Vendor, or
- 4.9.7 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.

4.10 Use of Artificial Intelligence.

- 4.10.1 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 Vendor created materials 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.
- 4.10.2 Documentation of AI Utilization. In cases where computer code is generated, written, or modified using AI technologies by the Vendor, 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.
- 4.10.3 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.
- 4.10.4 Data Normalization to Prevent Discrimination. If the Vendor uses AI to produce materials under this Agreement, 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.
- 4.10.5 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.
- 4.10.6 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.

- 4.10.7 Human Vetting of AI Output. Prior to finalizing any output generated by AI

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technologies used by the Vendor, 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.

- 4.10.8 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.
- 4.11 No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.
- 4.12 Choice of Law and Forum. This Agreement shall be 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.
- 4.13 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 its 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.
- Formal Notice Address:**
Iowa Department of Management Attn:
Office of General Counsel 1007 E Grand Ave G13
Des Moines, IA 50319
email: domlegalnotices@iowa.gov
- 4.14 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.
- 4.15 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.
- 4.16 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.
- 4.17 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.

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- 4.18 Headings and Captions. The Parties acknowledge that the headings and captions used in this Agreement are for convenience and reference purposes only. They are not intended to have any legal or substantive significance or alter the meaning or interpretation of the provisions they precede.
- 4.19 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.
- 4.20 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.
- 4.21 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.
- 4.22 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.
- 4.23 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.
- 4.24 Exclusivity. This Agreement is not exclusive. DOM or the Purchasing Entity may obtain similar or identical goods or services from other vendors.
- 4.25 Attorney's Fees and Costs. If the Vendor is found to be in breach of its obligations under this Agreement by a court or tribunal of competent jurisdiction or if the Vendor fails to successfully defend against any legal action arising out of or relating to this Agreement, the Vendor shall be liable for and shall promptly reimburse the Purchasing Entity for all reasonable attorney's fees, court costs, and any other related expenses incurred by the Purchasing Entity in enforcing its rights or remedies under this Agreement.
- 4.26 Survival. Expiration or termination of this Agreement or a Purchasing Instrument for any reason will not release either Party from any duties, liabilities, or obligations that expressly survive termination or that by their very nature would be intended to be applicable following expiration or termination of the Agreement. Provisions that expressly survive include:
 - 4.26.1 Representations, Warranties, and Covenants;
 - 4.26.2 Indemnification;
 - 4.26.3 Term and Termination;
 - 4.26.4 Use of Artificial Intelligence; and
 - 4.26.5 Attachment B (Data Protection Addendum).

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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. 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

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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 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 its cybersecurity plan. Vendor will ensure that its internal policies, procedures, and practices align with the objectives and requirements set forth in the cybersecurity plan.
- 3.3. Compliance Reporting. Annually during the Term, a Purchasing Entity may request, and Vendor shall provide, evidence of compliance with the applicable security framework with which Vendor complies.
- 3.4. Encryption. All 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, 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. 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 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 an agreed upon timeframe 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, Vendor shall annually undergo a third-party SOC 2 Type 2 or ISO270001 security audit. Through Vendor's dedicated customer trust

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center, Vendor shall provide the most recent security audit report to DOM or the Purchasing Entity. Vendor agrees to remediate vulnerabilities identified by the vendor within the following timeframes: (a) Critical vulnerabilities: 15 days; (b) Serious vulnerabilities: 30 days.

- 3.8. Access to Security Logs and Reports. When a Security Incident has occurred, Vendor shall provide security logs and reports to DOM and/or the Purchasing Entity in a mutually agreeable format upon request. 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. Authentication Protocol Standards Compliance. Vendor shall align Deliverables with the State's preferred authentication protocol methodology or integrate with the State's preferred authentication protocol tool. DOM may authorize an exception to this obligation through prior written approval.
- 3.10. WAF Implementation. The Vendor shall deploy a Web Application Firewall (WAF) to protect all web applications covered under this SOW. The WAF solution shall be maintained in accordance with industry best practices and standards, including regular updates and patches to ensure the highest level of protection against the latest threats.
- 3.11. Personnel Safeguards.
 - 3.11.1. *Background Checks.*
 - 3.11.1.1. *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 an attestation that Vendor personnel have successfully completed the screening process and had no adverse findings prior to Vendor staff performing services pursuant to this Agreement or a Purchasing Instrument. An adverse finding is one in which the individual is convicted of a crime involving dishonesty, financial crime, or crime involving the misuse of confidential information, or any other crime as may be identified by DOM or the Purchasing Entity. DOM and the Purchasing Entity shall provide the Vendor with a list of disqualifying factors to ensure background check policy is complied with. 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.
 - 3.11.1.2. *Costs.* Vendor is responsible for all costs associated with any Vendor personnel background checks, regardless of who performs the background checks.
 - 3.11.1.3. *Additional Screening.* DOM and the Purchasing Entity reserves the right to subject Vendor personnel to additional background checks at any time prior to or during any engagement. Such background checks may include a work history, financial review, request for

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criminal history data, or local or state criminal history check, national criminal history check through the Federal Bureau of Investigation ("FBI"), or other background check requirements imposed or permitted by law, rule, regulation, order, or policy. Vendor personnel may be required to authorize the release of the results of criminal history checks, including those through the FBI, to one or more other governmental entities. Such background checks may be conducted by the Purchasing Entity or its Authorized Contractors. The Purchasing Entity may also require Vendor to conduct a work history or financial review of Vendor personnel. Vendor shall provide DOM and the Purchasing Entity with these background check results in a mutually agreeable form and manner prior to the commencement of any engagement by Vendor personnel.

3.11.1.4. *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.

3.11.2. *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 shall 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.

3.11.3. *Separation of Job Duties and Non-disclosure.* Vendor shall diligently 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 absolutely necessary to provide the Deliverables hereunder. Vendor 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. Security Incidents and Breaches.

4.1. Security Incident or Data Breach Notification:

4.1.1. *Reporting Requirements.* Vendor must report 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

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Operations Center ("SOC"):

Email: soc@iowa.gov

Local: 515-725-1296

Toll-free: 1-855-422-4357

4.1.2. *Notification Timeframes.* The Vendor shall notify the SOC of Security Events within the shorter of (a) 72 hours, (b) the timeframe listed in the Purchasing Instrument, or (c) 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 fully cooperate with DOM and the Purchasing Entity in investigating and mitigating any damage from such Security Events. 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. As soon as practicable during the investigation, the Vendor will deliver to the SOC a Security Event assessment and the Vendor's plans for future mitigation. When DOM notifies Vendor that the investigation into any Security Event has concluded, Vendor will deliver to DOM and the Purchasing Entity a final root cause assessment and future incident mitigation plan as soon as practicable. 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 arising directly or indirectly, in whole or in part, out of any Vendor act or omission related to a Security Event, to the extent that such act or omission contributed to the 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 Plan, compliance history, and testing results 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

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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. Where applicable to services provided, and included within applicable statement of work (SOW), the Vendor shall maintain a contemporaneous backup of Customer Data.
6. Survives Termination. Vendor's duties, obligations, and liabilities as set forth in this Data Protection Addendum shall survive termination of this Agreement.