NASPO ValuePoint

PARTICIPATING ADDENDUM

CLOUD SOLUTIONS 2016-2026

Led by the State of **Utah**

Master Agreement #: AR2492

Participating Addendum #: 2025-BUS-7557

Contractor: UNISYS CORPORATION

Participating Entity: **STATE OF IOWA – DEPARTMENT OF MANAGEMENT**

The following products or services are included in this contract portfolio:

- Cloud Solution Models: Four Deployment Models – a) Public Cloud; b) Private Cloud; c) Community Cloud; d) Hybrid Cloud

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the **Cloud Solutions** led by the State of Utah for use by the State of Iowa – Department of Management, authorized by the State of Iowa statutes.

2. **Participation:** This NASPO ValuePoint Master Agreement (Underlying Agreement) may be used by all political subdivisions and other entities authorized to use statewide contracts in the State of Iowa.

3. **Term:** This Participating Addendum will become effective as of the date of the last signature below and will remain coterminous with the Underlying Agreement, as that Underlying Agreement may be terminated, renewed, or extended, unless this Agreement is terminated sooner in accordance with its terms.

4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Rob Silverberg
Address:	Unisys Corporation, 801 Lakeview Dr., Suite 100, Blue Bell, PA 19422
Telephone:	925-639-8082
Fax:	N/A
Email:	rob.silverberg@unisys.com

State of Iowa – Department of Management

Name:	Laura Shannon
Address:	200 E. Grand Ave. Suite 100
Telephone:	515-672-4569
Fax:	N/A
Email:	ITContracts@dom.iowa.gov

5. Participating Entity Modifications Or Additions To The Master Agreement
The following changes are modifying or supplementing the Master Agreement terms and conditions.

5.1 Definitions.

5.1.1 In Section 2 of the Master Agreement, "Confidential Information" is modified to incorporate Iowa Code Chapter 22 (Examination of Public Records).

5.1.2 In Section 2 of the Master Agreement, "Contractor" will also mean **"Vendor''.**

5.1.3 In Section 2 of the Master Agreement, "Order" or "Purchase Order" is modified to include **"Purchasing Instrument"**.

5.1.4 **"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.

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

5.1.6 **"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.

5.1.7 **"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.

5.1.8 **"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, including any related Documentation.

5.1.9 **"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.

5.1.10 **"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.

5.1.11 **"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.

5.1.12 **"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.

5.1.13 **"Process" or "Processing"** means 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.

5.1.14 **"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.

5.1.15 **"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.

5.1.16 **"Vendor"** means the entity identified on the in the Participating Addendum 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.

5.2 Order of Precedence. Section 1.a.(1) of the Master Agreement is modified to state the following: A Participating Entity's Participating Addendum ("PA"), including 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.

5.3 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 of Iowa and federal laws.

5.4 Discounts. The Vendor's stated prices on the Vendor's approved NASPO ValuePoint Master Agreement website will be discounted using the discounts and price lists approved and agreed to with the NASPO ValuePoint Master Price Agreement and by the Participating State by signing this Participating Addendum. The stated discounts are considered to be the minimum discount offered. The Vendor and/or its Fulfillment Partners may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

5.5 Relationship between this Agreement and Individual Purchasing Instruments. Each Purchasing Instrument executed hereunder will be deemed, upon its execution, to incorporate the terms and conditions of this Agreement and will 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 will 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.

5.6 Effect of Purchasing Instruments. An entity purchasing from this Agreement may agree to additional terms and conditions in Purchasing Instruments that are in conflict with or inconsistent with the terms and conditions of this PA. Such Purchasing Instrument terms apply only to the statement of work identified in the Purchasing Instrument and do not alter the agreed terms in this PA.

5.7 Payment Terms. Section 21 of the Master Agreement is modified to the following: Per Iowa Code § 8A.514, the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor. The State of Iowa will pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The State of Iowa may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days will not act as an implied waiver of Iowa Code § 8A.514. Payments by the State of Iowa may be remitted by mail, electronic transfer, or may be made via a State or political subdivision "Purchasing Card" with no additional charge.

5.8 Taxes. The Vendor will be responsible for paying any taxes incurred by the Vendor during the performance of this agreement. The State of Iowa, DOM, and the Purchasing Entities are exempt from the payment of sales and other taxes.

5.9 Administrative Fees. Section 27 of the Master Agreement is modified to include the following: The Vendor will provide a one percent (1.00%) administrative fee to the Iowa Department of Management on all sales made through this Participating Addendum without affecting the authorized prices or rates. The administrative fee will be paid quarterly to the main business address: Department of Management, Attn: CFO, 200 E. Grand Ave., Suite 100, Des Moines, IA 50309. Payment will be made in accordance with the following schedule:

Period Ending:	Administrative Fee and Sales Report Due:
September 30 (FYQ1)	October 31
December 31 (FYQ2)	January 31
March 31 (FYQ3)	April 30
June 30 (FYQ4)	July 31

5.10 Reporting Requirements. The Vendor will keep a record of the purchases made pursuant to the PA and will submit a report to the DOM Contract Manager at ITContracts@dom.iowa.gov every quarter using the schedule above. The report will identify all State of Iowa entities and political subdivisions making purchases from this PA, the goods and/or services purchased, date purchased, and the quantities purchased. A sample template is available on request.

5.11 Notices. Any legal notices required by the Agreement or a Purchasing Instrument will be given in writing by registered or certified mail with proof of receipt or overnight delivery, which will be sent to the address below. To the extent a Purchasing Instrument is executed by a Purchasing Entity other than DOM, Vendor will additionally notice the Purchasing Entity at the billing address set forth on the applicable Purchasing Instrument. Notices will 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. Iowa Department of Management Office of General Counsel, 1007 E. Grand Ave G13, Des Moines, Iowa, 50319 domlegalnotices@iowa.gov.

5.12 Certificates of Coverage. Pursuant to Section 16 of the Master Agreement, the Vendor shall send the Certificates 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 will state:
The State of Iowa and the Iowa Department of Management are named as additional insured. No insurance cancellation will 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 will state: State of Iowa - Department of Management
200 East Grand Avenue
Des Moines, IA 50309

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

a. The Vendor makes false statements in connection with the Agreement,

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

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

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

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

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

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

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

5.14 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, DOM may terminate this Agreement, or a Purchasing Entity may terminate a Purchasing Instrument, in whole or in part, without penalty or liability and without advance notice if:

a. DOM or the Purchasing Entity determines that it has not been appropriated sufficient funds or funds have been reduced, unallocated, or delayed such that DOM or the Purchasing Entity cannot, in the entity's sole discretion, meet its obligations,

b. DOM or the Purchasing Entity's authority has been withdrawn or materially altered, or its duties, programs or responsibilities are modified or materially altered, or

c. There is a judicial decision that materially or adversely affects DOM's or a Purchasing Entity's ability to fulfill obligations under this Agreement or any applicable Purchasing Instrument.

5.15 Data Protection. Attachment A – Data Protection is incorporated into this Participating Addendum.

5.16 Indemnification. Section 13 of the Master Agreement is modified to include the following language: Neither the Vendor nor any attorney engaged by Vendor will defend against any third party claims in the name of the State of Iowa or any Purchasing Entity making purchases hereunder, nor purport to act as a legal representative of the State of Iowa or any Purchasing Entity making purchases hereunder, without first having provided notice to the Participating Entity or Purchasing Entity, as applicable, and received a written approval. Notwithstanding anything to the contrary contained in the Master Agreement, the State will not be responsible for the Vendor's attorney fees and/or expenses. Notwithstanding anything to the contrary in the Master Agreement or any contract document, under no circumstances will the State indemnify, defend, or hold harmless the Vendor and any such provision in the PA or any purchasing instrument will

be of no force and effect. The Participating Entity will have the right to participate in its own defense. Settlements offered on behalf of the State must be approved by the Purchasing Entity.

5.17 Governing Law and Venue. Section 37 of the Master Agreement is modified to indicate that this Participating Addendum 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 will be brought and maintained in the state or federal courts sitting in Polk County, Iowa.

5.18 Use of Artificial Intelligence.

a. **Advance Approval for AI Usage.** Vendor will 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 will clearly identify in writing the specific AI technologies to be employed, their intended functions, and their potential impact on service delivery.

b. **Documentation of AI Utilization.** In cases where computer code is generated, written, or modified using AI technologies, the Vendor will 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 will be provided along with any Deliverables that include AI-derived code. Each SOW will indicate whether the Participating Entity, DOM, or Purchasing Entity owns the code to be developed, and if either the Participating Entity, DOM, or Purchasing Entity owns the code, then the Documentation will be provided. If the code belongs to the Vendor, then no Documentation will be provided. Regardless of ownership, the Vendor shall disclose within the Deliverable or accompanying documentation whether any portion of the code was generated, written, or modified using AI technologies. Such Documentation shall include the nature and extent of AI involvement and the tools or models used.

c. **AI Training Data Usage.** The Vendor will 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 will ensure that data privacy and security are maintained throughout the process.

d. **Data Normalization to Prevent Discrimination.** The Vendor will 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 will be designed to prevent algorithmic discrimination and ensure fair and equitable outcomes. Participating Entity, DOM, and Purchasing Entity understands that the Vendor cannot guarantee that any action plan will prevent algorithmic discrimination

100% of the time. Nothing in this section shall be construed to relieve the Vendor from liability for failure to follow the POAM or for gross negligence or willful misconduct.

e. **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 what data is used and how such AI technologies have been trained to avoid algorithmic discrimination, safeguard data privacy, and ensure system safety and effectiveness.

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

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

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

5.19 Immigration Status. The Vendor is responsible for ensuring compliance with all Visa requirements. The Purchasing Entity requires the Vendor to conduct E-Verify employment-eligibility verifications of Vendor personnel working under this Agreement at the Vendor's cost. The Vendor will provide to the Purchasing Entity with the E-Verify results as directed.

6. **Fulfillment Partners:** All resellers (Fulfillment Partners) as shown on the dedicated Contractor (cooperative contract) website are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's Fulfillment Partner participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement will be deemed to be a sale under (and governed by the prices 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 such order.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Iowa – Department of Management	**Contractor:** Unisys Corporation
Signature: Kraig Paulsen	**Signature:** Signed by: Tim Costigan C3839DC4F7C44F4...
Name: Kraig Paulsen	**Name:** Tim Costigan
Title: Director, Department of Management	**Title:** Executive Director/USA & CAN Sales
Date: 10/14/2025 | 3:39 PM CDT	**Date:** Oct 8, 2025

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	Rob Silverberg
Telephone:	
Email:	rob.silverberg@unisys.com

Attachment A - 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 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 its security framework. Vendor will ensure that its internal policies, procedures, and practices align with the objectives and requirements set forth in its cybersecurity plan and its security framework. The identified vendor's security framework may be changed or updated from time to time by mutual agreement of the Parties.

3.3. Compliance Reporting. Annually during the Term, a Purchasing Entity may request in writing, 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 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, DOM or the Purchasing Entity or their representatives may perform security audits/scans of Vendor's environment used to provide Deliverables. Vulnerabilities will be measured using standards set forth at https://cve.mitre.org/. Vendor agrees to remediate vulnerabilities identified through such audits within the following timeframes: (a) Critical vulnerabilities: 15 days; (b) Serious vulnerabilities: 30 days.

3.8. Access to Security Logs and Reports. 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 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.

3.11.1.2. *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 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 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. 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 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 damages arising directly in whole or in part, out of any Vendor act or omission that directly causes 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 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 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. As explicitly set forth in a Purchasing Instrument or Service Level Agreement, the Vendor shall maintain a contemporaneous backup of Customer Data such that the data shall be restored within twenty-four hours at any point in time. Additionally, unless otherwise provided in a Purchasing Instrument or applicable Service Level Agreement, Vendor shall store a backup of Customer Data in a facility at least as secure as the production facility no less than daily, and maintain the security of Customer Data consistent with the security requirements set forth in this Agreement.

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.