



Department of Management

State of Iowa IT Master Agreement
Contract Declaration and Execution

1. Agreement – General Information and Term	
Agreement #	2025-BUS-7136
Title of Agreement (“Agreement”)	Oracle Reseller and Professional Services
Cooperative Entity	OMNIA
Cooperative Agreement #	180233-002
Cooperative Contract Website	https://www.omniapartners.com/suppliers/mythics/public-sector/contract-documents#contract-257
Start Date	As of the last signature below
End Date	11/30/2028
Renewal Term	Annual
Number of Renewals	0
Use by Other Governmental Entities: This Agreement may be used by other Governmental Entities, including but not limited to other state governments and political subdivisions thereof.	

2. Vendor Information			
Vendor:	Mythics, LLC		
Sales Contact:	Eddie Escobar	eescobar@mythics.com 757-493-3039	
Contract Manager:	Ben Gallant	bgallant@mythics.com 703-635-2606	
Addresses:	Main Address: 4525 Main Street, Suite 1500 Virginia Beach, VA 23462	Billing Address: 4525 Main Street, Ste 1500 Virginia Beach, VA 23462	Notice Address: 4525 Main Street, Ste 1500 Virginia Beach, VA 23462
SAM Unique Entity Identifier: U2W4ZCG9WJA7	Iowa Secretary of State Business Number: 745717	Organized/Incorporated under the laws of: Delaware	Vendor Security Framework - Attachment B: ISO/IEC 27001:2022

3. Agency Information		
Issuer:	Iowa Department of Management (“DOM”)	
Contract Manager:	Contract Manager	itcontracts@dom.iowa.gov



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<p>Addresses:</p>	<p><u>Contact and Billing Address:</u></p> <p>Department of Management Attn: Business Services 200 E. Grand Avenue, Ste.100 Des Moines, IA 50309</p> <p>email: ITContracts@dom.iowa.gov</p>	<p><u>Main Address and Formal Notices Address:</u></p> <p>Department of Management Attn: Office of General Counsel 1007 E Grand Ave G13 Des Moines, IA 50319</p> <p>email: domlegalnotices@iowa.gov</p>
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4. Master Agreement Summary

Mythics is a reseller of Oracle products and provides professional services related to those Oracle products.

5. Documents Incorporated/Order of Precedence



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

- 5.1. Ancillary agreements unique to a Purchasing Entity making purchases hereunder that specifically address state, local, or federal regulatory or compliance concerns and which may be incorporated via a Purchasing Instrument;
- 5.2. The following incorporated terms, to the extent expressly designated as applicable in a Purchasing Instrument:
 - 5.2.1. The IT Business Associate Agreement (“BAA”);
 - 5.2.2. The IRS Publication 1075 Exhibit 7;
 - 5.2.3. The Federal Certifications, which may be updated from time to time to confirm with applicable federal law, a current version of which is available at <https://dom.iowa.gov/media/377>
 - 5.2.4. Iowa Code chapter 8F.
- 5.3. These General Terms and Conditions;
- 5.4. The Underlying Agreement. For the avoidance of doubt, the Oracle terms and conditions incorporated within the Maricopa County Contract shall prevail for all matters pertaining to Oracle;
- 5.5. The terms of any Purchasing Instruments executed hereunder.



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6. Signatures	
<p>IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused their respective duly authorized representatives to execute this Agreement, which is effective as the latest date shown:</p>	
Vendor	State of Iowa
Mythics, LLC	The Department of Management
Authorized signature: 	Authorized signature: 
Date: 10/28/2025 2:01 PM CDT	Date: 10/29/2025 10:50 AM CDT
Printed Name: Jonathan Smith	Printed Name: Kraig Paulsen
Title:	Title: Director, Department of Management
Address: 4525 Main Street, Suite 1500 Virginia Beach, VA 23462	Address: 1007 E. Grand Ave. G13 Des Moines, Iowa 50309
Email: jsmith@mythics.com	Email: ITContracts@dom.iowa.gov



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Attachment A

General Terms and Conditions

1. **Definitions.** In addition to any other terms that may be defined elsewhere in this Agreement, the following terms shall have the following meanings:
 - 1.1. **“Acceptance”** means the Purchasing Entity has determined a portion of the Deliverables satisfies its Acceptance Tests. **“Final Acceptance”** means the Purchasing Entity has determined all Deliverables satisfy the Purchasing Entity’s Acceptance Tests. **“Non-acceptance”** means the Purchasing Entity has determined that a portion of or all of the Deliverables have not satisfied the Purchasing Entity’s Acceptance Tests. For the avoidance of doubt, this definition only applies to the performance of Mythics Professional Services subject to a Statement of Work.
 - 1.2. **“Acceptance Criteria”** means the Specifications, goals, performance measures or standards, testing results, requirements, technical standards, representations, or other criteria designated by the Purchasing Entity and against which Acceptance Tests are conducted, including any of the foregoing stated or expressed in this Agreement, a Purchasing Instrument, any Documentation, and any applicable state, federal, foreign, and local laws, rules, and regulations. For the avoidance of doubt, this definition only applies to the performance of Mythics Professional Services subject to a Statement of Work.
 - 1.3. **“Acceptance Tests”** or **“Acceptance Testing”** means the tests, reviews, and other activities that are performed by or on behalf of the Purchasing Entity to determine whether any or all Deliverables meet Acceptance Criteria or otherwise satisfy the Purchasing Entity, as determined by the Purchasing Entity in its sole discretion. For the avoidance of doubt, this definition only applies to the performance of Mythics Professional Services subject to a Statement of Work.
 - 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.
 - 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.
 - 1.6. **“Confidential Information”** means, subject to any applicable federal, state, or local laws and regulations, including Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party (**“Disclosing Party”**) to the other Party (**“Receiving Party”**) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was previously and rightfully in the possession of the Receiving Party from a source other than the Disclosing Party; (ii) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (iii) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (iv) is in the public domain; (v) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; (vi) is disclosed



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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.

- 1.7. **“Customer Data”** means all information, data (including de-identified and aggregated data), materials, or documents (including Confidential Information and Personal Data) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from the Purchasing Entity, the State of Iowa, or users, directly or indirectly, including from any Authorized Contractors of any of the foregoing, related to this Agreement in any way whatsoever, regardless of form, including all information, data, materials, or documents accessed, used, or developed by Vendor in connection with any Deliverables provided hereunder and all originals and copies of any of the foregoing.
- 1.8. **“Customer Property”** means any property, whether tangible or intangible, of or belonging to the Purchasing Entity, including Customer Data, 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.
- 1.9. **“Deficiency”** means a defect, flaw, error, bug, failure, omission, interruption of service, or other problem of any nature whatsoever related to a Deliverable(s) including any failure of a Deliverable(s) to conform to or meet an applicable Specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable(s). For the avoidance of doubt, this definition only applies to the performance of Mythics Professional Services subject to a Statement of Work.
- 1.10. **“Deliverables”** means all of the services, goods, software, work, work product, items, materials, and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or otherwise made available through, Vendor, directly or indirectly, in connection with this Agreement as outlined and described in the Underlying Agreement.
- 1.11. **“Documentation”** means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, code, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation, and materials discovered, created, or developed by Vendor hereunder or otherwise related to or used in conjunction with any Deliverables in any medium, including hard copy, electronic, digital, and magnetically, or optically encoded media. Any Documentation provided by Vendor shall be governed by the Underlying Agreement.
- 1.12. **“DOM”** means the State of Iowa Department of Management and, unless the context clearly indicates otherwise, any independent contractors, consultants, or other third parties (including other governmental entities) who are retained, hired, or utilized by DOM in furtherance of this Agreement.
- 1.13. **“Personal Data”** means any information relating to an identified or identifiable person, including, but not limited to, Social Security or other government-issued identification numbers, federal or state tax information, “Personal Information” as defined in Iowa Code 715C, account security information, financial account information, credit/debit/gift or other payment card information, account passwords, intellectual property, document identification number, and sensitive or personal data (or equivalent terminology) as defined under any applicable law regarding privacy, data protection, information security obligations, or the Processing of Personal Data.



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- 1.14. **“Process” or “Processing”** shall mean any operation or set of operations performed upon the Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination, and deletion of Personal Data.
- 1.15. **“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.
- 1.16. **“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.
- 1.17. **“Specifications”** means any and all requirements, technical standards, performance standards, representations, warranties, and other criteria related to any Deliverables, described or stated in this Agreement (including any exhibit or Documentation attached to, or provided in connection with, this Agreement), any Purchasing Instrument(s), and solely to the extent not inconsistent with the foregoing, the Documentation.
- 1.18. **“Third Party Intellectual Property”** shall mean intellectual property, including third party Software, licensed, made, conceived, or developed by a third party and provided or used by or on behalf of the Purchasing Entity or Vendor.
- 1.19. **“Vendor”** means the entity identified on the CD&E including any employees, agents, independent contractors, or any other staff or personnel acting on behalf of or at the direction of Vendor, which personnel may alternatively be referred to as **“Vendor Personnel”**, and which includes any Vendor contractor performing or providing services or Deliverables under this Agreement.

2. Modified Underlying Agreement Terms

- 2.1. Any references in the Underlying Agreement to Maricopa County, 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.
- 2.2. Where the Underlying Agreement refers to “Contractor,” replace with “Vendor” or “Vendor Personnel.”
- 2.3. Where the Underlying Agreement refers to “County,” replace with State of Iowa, Department of Management (“DOM”), or Purchasing Entity, as applicable.
- 2.4. Section 1.0 (Contract Term) of the Underlying Agreement is modified to include subsection 1.5:

1.5 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.



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- 2.5. Section 3.5 (Applicable Taxes) of the Underlying Agreement is modified to include subsection 3.5.3.4:

3.5.3.4 Taxes. Vendor shall be responsible for paying any taxes incurred by Vendor in the performance of this Agreement. The State of Iowa, DOM, and the Purchasing Entity are exempt from the payment of sales and other taxes: https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/sales_tax_exempt_letter.pdf.

- 2.6. Section 3.8 (Strategic Alliance for Volume Expenditures (\$ave)) is deleted in its entirety.
- 2.7. Section 6.1 (Indemnification) of the Underlying Agreement 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, recoupments, or other costs, including costs of counsel, in any way arising out of Vendor’s performance or attempted performance under this Agreement.

In the event an indemnifiable event arises, the Indemnitee(s) shall do the following:

1. Notify Vendor promptly in writing, as soon as practicable, but not later than 30 days after the Indemnitee(s) receives notice the claim, (or sooner if required by applicable law);
2. give the Vendor sole control of the defense and any settlement negotiations, provided that Vendor shall obtain prior written approval from the Indemnitee(s), given that such approval shall not be unreasonably withheld, before agreeing to any settlement that (a) imposes injunctive obligations on the State, (b) requires an admission of wrongdoing by the State, (c) involves the payment of State funds, or (d) materially affects the rights, responsibilities, or interests of the State; and
3. give the Vendor the information, authority, and assistance the Provider needs to defend against or settle the claim.

Failure by the Indemnitee(s) to comply with the foregoing obligations shall not relieve Vendor of its indemnification obligations except to the extent Vendor demonstrates that such failure unreasonably hindered it or its insurers’ ability to defend the underlying claim. Vendor shall not be responsible for damages attributable to the negligence of the Indemnitee(s), and nothing in this section shall bar Vendor or its insurer from seeking contribution from any other party determined to be responsible for damages, in whole or in part, due to their negligent acts or omissions.

Notwithstanding anything to the contrary herein, Vendor shall not be responsible for any portion of damages attributable to or arising out of the negligence caused by the Indemnitee(s). As such, nothing shall bar Vendor or its insurer from



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seeking contribution from any other Party or Parties deemed responsible for damages, in whole or in part, due to their negligent actions or inactions.

To the extent allowed by law, including, but not limited to, Iowa Administrative Code section 120.5(1), (a) the Parties' maximum liability for direct damages under this Master Agreement is limited to one times the contract value ("Contract Value" is defined as the aggregate total compensation to be paid by the applicable Purchasing Entity to Contractor under the applicable Purchasing Instrument executed by the individual Purchasing Entity hereunder); and (b) no Party shall be liable to the other for consequential, incidental, indirect, special or punitive damages; provided that the foregoing limitation shall not apply to:

- a. Intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or gross negligence.
- b. Claims related to death, bodily injury, or damage to real or personal property.
- c. Any contractual obligations of the vendor pertaining to indemnification, intellectual property, liquidated damages, compliance with applicable laws.
- d. Claims arising under provisions of the contract calling for indemnification of the state for third party claims against the state for bodily injury to persons or for damage to real or tangible personal property caused by the vendor's negligence or willful conduct.

Data Security Super Cap: In the event of a data security incident arising from Contractor's breach of its data security obligations under this Agreement, Contractor's entire liability shall not exceed ten million dollars (\$10,000,000).

For the avoidance of doubt, the above limitation of liability shall apply to the following sections of the Underlying Agreement:

Exhibit C, Section G of Oracle Software Programs and/or Services Supplemental Terms of the Underlying Agreement

Exhibit D, Section I of Oracle Cloud Services Terms and Conditions

Exhibit E, Section H of Oracle Hardware Supplemental Terms

Exhibit F, Section 9 (Oracle Linux and Oracle VM Indemnification) of Oracle Supplemental Public Sector Terms

- 2.8. Section 6.4 (Insurance) of the Underlying Agreement is struck in its entirety and replaced with the following:

6.4 Insurance

- 6.4.1 Insurance Requirement. The Vendor shall, at its sole expense, maintain in full force and effect, insurance covering its work of the type and in amounts required



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by this attachment. Vendor’s insurance shall, among other things, insure against any loss or damage resulting from or related to Vendor’s performance of the Agreement regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Exhibit shall: (a) remain in full force and effect for the entire Term of the Agreement; and (b) not be reduced, changed (to the detriment of DOM, the Purchasing Entity, or any governmental entities), or canceled (without being simultaneously replaced by another policy meeting the requirements of this Exhibit).

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

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

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

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

6.4.5 Certificates of Coverage. The Vendor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. Send the Certificate of Insurance (COI) to the DOM contract email address: ITContracts@dom.iowa.gov. Include in the COI the following additions:

COI - Description of Operations box shall state:



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

COI - The Certificate Holder box shall state:

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

- 2.9. Section 6.5 (Governing Law) of the Underlying Agreement is struck in its entirety and replaced with the following:

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.

- 2.10. Section 6.51 (Order of Precedence) of the Underlying Agreement is struck in its entirety and is pursuant to Section 5 of the CD&E of this Participating Addendum.
- 2.11. Section 6.52 (Incorporation of Documents) of the Underlying Agreement is modified to strike notice to Maricopa County and is replaced with the notice address in Section 3 of the CD&E of this Participating Addendum.
- 2.12. Exhibit B Scope of Work is struck in its entirety. The Scope of Work will be negotiated at the time it is needed by the Purchasing Entity.
- 2.13. Exhibit C, Section F, paragraph 1 (Intellectual Property Indemnification) of Oracle Software Programs and/or Services Supplemental Terms of the Underlying Agreement is modified such that the State of Iowa is never the Provider and thereby is never to indemnify a third party.
- 2.14. Exhibit C, Section F, bullet 2 (Intellectual Property Indemnification) of Oracle Software Programs and/or Services Supplemental Terms of the Underlying Agreement is modified to include the following language:
- Provider may not enter into any settlement that imposes liability, including financial liability, upon the indemnified parties, or which requires an admission of fault, culpability or failure on the part of such indemnified parties unless the relevant indemnified parties consent to such settlement, such consent not to be unreasonably withheld.
- 2.15. Exhibit D, Section J (Intellectual Property Indemnification) of Oracle Cloud Services Terms and Conditions of the Underlying Agreement is modified such that the State of Iowa is never the Provider and thereby is never to indemnify a third party.
- 2.16. Exhibit D, Section J(b) (Intellectual Property Indemnification) of Oracle Cloud Services Terms and Conditions of the Underlying Agreement is modified to include the following language:

Provider may not enter into any settlement that imposes liability, including financial liability, upon the indemnified parties, or which requires an admission



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of fault, culpability or failure on the part of such indemnified parties unless the relevant indemnified parties consent to such settlement, such consent not to be unreasonably withheld.

- 2.17. Exhibit E, Section G (Intellectual Property Indemnification) of Oracle Hardware Supplemental Terms of the Underlying Agreement is modified such that the State of Iowa is never the Provider and thereby is never to indemnify a third party.
- 2.18. Exhibit E, Section G, bullet 2 (Intellectual Property Indemnification) of Oracle Hardware Supplemental Terms of the Underlying Agreement is modified to include the following language:

Provider may not enter into any settlement that imposes liability, including financial liability, upon the indemnified parties, or which requires an admission of fault, culpability or failure on the part of such indemnified parties unless the relevant indemnified parties consent to such settlement, such consent not to be unreasonably withheld.

- 2.19. Exhibit F, Section 3.1(a) (Oracle Linux and Oracle VM Indemnification) of Oracle Supplemental Public Sector Terms of the Underlying Agreement is modified to include the following language:

Provider may not enter into any settlement that imposes liability, including financial liability, upon the indemnified parties, or which requires an admission of fault, culpability or failure on the part of such indemnified parties unless the relevant indemnified parties consent to such settlement, such consent not to be unreasonably withheld.

- 2.20. Exhibit G (Office of Procurement Services Contractor Travel and Per Diem Policy) of the Underlying Agreement is struck in its entirety.
- 2.21. Exhibit H (Reseller Purchase and Invoice Process) of the Underlying Agreement is struck in its entirety.
- 2.22. Exhibit I, Art III, Section 3 (Payment Terms) is struck in its entirety and replaced with the following:

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. Notwithstanding anything herein to the contrary, the Purchasing Entity shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if the Purchasing Entity believes the invoice is inaccurate or incorrect in any way. Purchasing Entity must provide written notice to Contractor specifying in reasonable detail the nature and basis of the disputed amounts. Any undisputed portions of an invoice shall remain payable in accordance with the agreed payment terms. 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



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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.

- 2.23. Exhibit I, Art IV, Section 1 (Confidentiality) of Mythics Professional and Modernization Services of the Underlying Agreement is modified to incorporate Iowa Code Chapter 22 (Examination of Public Records).
- 2.24. Exhibit I, Art IV, Section 4 (Limitation of Liability) of Mythics Professional and Modernization Services of the Underlying Agreement is subject to Iowa Administrative Code 11-120.5.
- 2.25. Exhibit I, Art VI, Section 1(a) (Client Obligations) of Mythics Professional and Modernization Services of the Underlying Agreement re costs of background checks is struck in its entirety.
- 2.26. Exhibit I, Art V, Section 2 (Warranty) Mythics Professional and Modernization Services of the Underlying Agreement is struck in its entirety and replaced with the following:
 - 2.1 Non-exclusivity. Unless expressly stated otherwise in a Purchasing Instrument, express remedies in this Section are not exclusive, and the Purchasing Entity preserves all rights to seek any and all remedies available to it under law both during and after expiration or termination of the Agreement or Purchasing Instrument.
 - 2.2 Deliverables Free of Deficiencies. Unless stated otherwise in a Purchasing Instrument, the Vendor guarantees that the Deliverables will be free from material Deficiencies and errors and will meet all Acceptance Criteria and express performance criteria. If the Purchasing Entity identifies any material Deficiencies, the Vendor must fix or replace the affected Deliverables at its own expense. The Vendor will assist the Purchasing Entity, promptly report any known issues, and correct Deliverables, even if the Deliverable(s) have been previously accepted.
 - 2.3 Quiet Enjoyment. Vendor represents and warrants that it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide Deliverables to the Purchasing Entity hereunder and to assign, grant, and convey the rights, benefits, licenses and other rights assigned, granted, or conveyed to the Purchasing Entity.
 - 2.4 Intellectual Property. The Vendor represents and warrants that the Deliverables and the Purchasing Entity's use of the Deliverables for their authorized use will not infringe on any intellectual property rights of third parties. Vendor also ensures there are no known claims of infringement, violation, or misappropriation of intellectual property rights or trade secrets concerning Deliverables. If such claims arise, Vendor will, at its own expense: (i) secure the right or license for the Purchasing Entity to continue using the Deliverables; (ii) replace the problematic parts with an equivalent; (iii) modify or replace the affected portion with a non-infringing alternative; or (iv) refund all fees paid by the Purchasing Entity for the affected Deliverables.
 - 2.5 Workmanlike Manner. The Vendor represents, and warrants that all services to be provided under this Agreement or a Purchasing Instrument will be carried out in a workmanlike manner by qualified personnel, and the work must align with the terms



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of the Agreement and Purchasing Instrument as well as industry standards for similar tasks. In cases where no specification exists, the Parties agree to follow generally accepted industry standards. If the Purchasing Entity identifies services not meeting these standards, the Vendor will re-perform them at no extra cost. The Vendor will refund any fees paid by the Purchasing Entity for any services were not satisfactorily provided and cannot otherwise be cured.

- 2.6 Compliance with Laws. Vendor represents and warrants that Vendor and Vendor-provided Deliverables will at all relevant times comply with all applicable State and federal laws to the extent those laws, by their terms, apply to Vendor's performance obligations under this Agreement.
- 2.7 No Conflicts. Vendor represents, warrants, and covenants that no relationship exists or will exist during the Term of the Agreement between Vendor and the State or any of its divisions or entities that is or may constitute a conflict of interest or appearance of impropriety, or that would conflict in any manner or degree with the performance of its obligations under this Agreement. To the extent applicable, the provisions of Iowa Code Chapter 68B shall apply to this Agreement and any Purchasing Instruments executed hereunder, and Vendor shall not engage in or permit any third party to engage in any conduct that would violate that chapter.
- 2.8 Documentation. The Vendor represents and warrants that during the Term, the Documentation which may be expressly identified to accompany any Deliverable will accurately describe the functional and operational characteristics of the Deliverable and that the Documentation is detailed and complete such that it will allow a reasonably skilled operator to use and operate the Deliverables.
- 2.27. Exhibit I, Art VI, Section 4 (Deliverables) of Mythics Professional and Modernization Services of the Underlying Agreement is modified to strike the following sentence: For the sake of clarity, any Statement of Work billed on a Time and Materials ("T&M") basis, shall not include any Deliverables unless expressly identified and agreed to in the applicable Statement of Work.

3. Additional Terms to Exhibit I Mythics Professional and Modernization Services. This includes Attachment B Data Protection Addendum.

- 3.1. 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:
- 3.1.1. Information contained on the CD&E;
 - 3.1.2. The definition of Confidential Information;
 - 3.1.3. Set-off obligations under section 3.5;
 - 3.1.4. Compliance with the Law under section 2.6;
 - 3.1.5. No Conflicts obligations under section 2.7;



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- 3.1.6. Termination provisions;
- 3.1.7. The General Provisions set forth in Section 11.
- 3.2. No Additional Fees. Unless specified in a Purchasing Instrument, the Purchasing Entity shall not be obligated to pay any other amounts to the Vendor, specifically including travel, lodging, and related expenses. In no event shall the Purchasing Entity be responsible for payment of Vendor's performance costs incurred in connection with this Agreement, including but not limited to equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other operational and administrative costs and expenses. To the extent any Purchasing Instrument calls for reimbursement of travel, such travel charges may never exceed the amounts allowed under DAS-SAE travel policy, DAS-SAE Title 210. (available at: <https://das.iowa.gov/state-employees/travel-and-relocation/210-travel>). For vendors, travel reimbursement may not exceed the amounts that would be payable under DAS-SAE 210.245. (available at: https://das.iowa.gov/sites/default/files/acct_sae/sae_manual/210/210-245.pdf). In addition, in-state lodging reimbursement is limited to providers certified by the Iowa Department of Public Safety's Human Trafficking Prevention Training.
- 3.3. 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.
- 3.4. 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 10 business days after either discovery by the Vendor or notification by the Purchasing Entity of the overpayment or erroneous payment. If the Vendor fails to provide a timely refund pursuant to this obligation, a simple interest of 1% per month may be charged on the outstanding balance unless 1% exceeds the maximum amount allowed by applicable law, in which case interest shall accrue at the maximum rate allowed by law.
- 3.5. 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.
- 3.6. Withholding Payments. The Purchasing Entity may withhold payment for any portion of an invoice that is disputed in good faith, provided that the Purchasing Entity provides written notice to Vendor specifying the nature of the dispute within a reasonable period. The Purchasing Entity shall not withhold payment for undisputed amounts and shall not be liable for interest on withheld sums. The Parties agree to cooperate in good faith to promptly resolve any payment disputes.
- 3.7. Termination without Advance Notice. DOM may terminate this Agreement or a Purchasing Entity may terminate an associated Purchasing Instrument without advance notice if:
 - 3.7.1. Vendor makes false statements in connection with the Agreement,
 - 3.7.2. Vendor, its staff, or its subcontractors have engaged in criminal conduct including fraud, misappropriation, embezzlement, or malfeasance,



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- 3.7.3. Vendor takes any steps, as determined in DOM's or the applicable Purchasing Entity's discretion, towards dissolution or suspension of business,
- 3.7.4. Vendor's authority to do business here or elsewhere is threatened or lost,
- 3.7.5. Vendor has failed to comply with applicable laws when performing pursuant to the Agreement or Purchasing Instrument,
- 3.7.6. Vendor's ability to perform is materially impacted by third-party claims of intellectual property violations by Vendor, or
- 3.7.7. 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.

3.8. Use of Artificial Intelligence.

- 3.8.1. Advance Approval for AI Usage. Vendor shall obtain prior written approval from the Purchasing Entity before utilizing artificial intelligence (AI) technologies in the provision of services under this Agreement or Purchasing Instruments entered into pursuant to this Agreement. The Vendor shall clearly identify in writing the specific AI technologies to be employed, their intended functions, and their potential impact on service delivery.
- 3.8.2. Documentation of AI Utilization. In cases where computer code is generated, written, or modified using AI technologies, the Vendor shall ensure that the sections of code influenced by AI are thoroughly documented with appropriate comments indicating that they are the result of AI utilization. This Documentation shall be provided along with any Deliverables that include AI-derived code.
- 3.8.3. 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.
- 3.8.4. Data Normalization to Prevent Discrimination. The Vendor shall include within a submitted Plan of Action and Milestones (POAM) a detailed outline of the measures to be taken for data normalization in AI training. This normalization process shall be designed to prevent algorithmic discrimination and ensure fair and equitable outcomes.
- 3.8.5. 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.
- 3.8.6. 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



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the needs of the circumstance. These alternatives shall be readily available to ensure seamless service continuity.

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

3.8.8. 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.

3.9. General Provisions.

3.9.1. No Publicity. 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.

3.9.2. Assignment and Delegation. This Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other Party, except that DOM may assign, transfer, or convey this Agreement, in whole or in part, to any entity that succeeds its duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by DOM.

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

3.9.4. 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.

3.9.5. 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.

3.9.6. 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.



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- 3.9.7. 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.
- 3.9.8. Right of Inspection/Vendor Compliance. The Purchasing Entity may inspect the Vendor’s books and records at reasonable times in order to monitor the performance of this Agreement or a Purchasing Instrument, including but not limited to any request that the Vendor provide a copy of its affirmative action program, 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 any audit and promptly implement any recommendations requested by the Purchasing Entity. The Vendor shall not impose any charge or fee in connection with any such audit.
- 3.9.9. 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.
- 3.9.10. Administrative Fees and Reporting.
 - 3.9.10.1. Vendor shall provide a 1.00% administrative fee on all sales made through this Agreement, without affecting authorized prices/rates. This 1.00% administrative fee shall be paid quarterly to the Iowa Department of Management, Attn: Business Services Division Administrator, at the billing address located in CD&E section. Payment shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30
 - 3.9.10.2. The Vendor shall submit a quarterly report via email to **ITContracts@dom.iowa.gov** detailing all sales in the State of Iowa and identifying the Purchasing Entity, the Purchasing Instrument number, and the State of Iowa Contract number.
- 3.9.11. Title to Property. Title to all property furnished by the Purchasing Entity to the Vendor to facilitate the performance of this Agreement and any 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.



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- 3.9.12. 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.

- 3.9.13. 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:
 - 3.9.13.1. Representations, Warranties, and Covenants;
 - 3.9.13.2. Indemnification;
 - 3.9.13.3. Termination;
 - 3.9.13.4. Use of Artificial Intelligence;
 - 3.9.13.5. General Provisions; and
 - 3.9.13.6. Attachment B (Data Protection Addendum).



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Attachment B - Data Protection Addendum as to Mythics Professional Services Only

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



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assistance in this regard must be provided timely and designed to meet the timing obligations imposed by law. Vendor will ensure Customer Data is stored and maintained so as to avoid spoliation or other electronic discovery issues.

3. Security/Privacy.

- 3.1. Data Protection. Vendor shall safeguard the confidentiality, integrity, and availability of Customer Data, Customer Property, and the Deliverables. In so doing, Vendor shall implement and maintain reasonable and appropriate administrative, technical, and physical security measures to safeguard against unauthorized access, disclosure, theft, or modification of Customer Data, Customer Property, and Deliverables.
- 3.2. Compliance with Security Plan. Vendor represents and warrants that it will adhere to the cybersecurity plan adopted pursuant to the Vendor Security Framework identified in the CD&E. Vendor will ensure that its internal policies, procedures, and practices align with the objectives and requirements set forth in the cybersecurity plan and the Vendor Security Framework. The identified Vendor Security Framework may be changed or updated from time to time by mutual agreement of the Parties.
- 3.3. Compliance Reporting. 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 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



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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



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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.



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- 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. 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. Except as otherwise 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.



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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.