**Attachment #6**

**Security Terms**

**State of Iowa Security Terms (“Security Terms”)**

1. **Definitions.** Capitalized terms not defined herein are as defined in the Underlying Agreement(s). The following capitalized terms shall have the following meanings:
   1. **“Authorized Contractors”** means independent contractors, consultants, or other Third Parties (including other Governmental Entities) who are retained, hired, or utilized by any Governmental Entity to use, maintain, support, modify, enhance, host, or otherwise assist a Governmental Entity with any Services or Deliverables provided pursuant to an Underlying Agreement(s).
   2. **“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 rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving 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 or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (v) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; (vi) is disclosed or is required or authorized to be disclosed pursuant to law, rule, regulation, subpoena, summons, or the order of a court, lawful custodian, governmental agency or regulatory authority, or by applicable regulatory or professional standards; or (vii) is disclosed by the Receiving Party with the written consent of the Disclosing Party.
   3. **“Customer Data”** means all information, data, materials, or documents (including Confidential Information of or belonging to any applicable Governmental Entity) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from a Governmental Entity making purchases pursuant to an Underlying Agreement(s), including Authorized Contractors of the foregoing, or otherwise related to an Underlying Agreement(s) in any way whatsoever, regardless of form, including all information, data, materials, or documents accessed, used, or developed by Contractor, Subcontractor, or Contractor Personnel in connection with any Services or Deliverables provided pursuant to an Underlying Agreement(s).
   4. **“Customer Property”** means any property of or belonging to a Governmental Entity making purchases pursuant to an Underlying Agreement(s), including Customer Data, software, hardware, programs or other property possessed, owned, or otherwise controlled or maintained by a Governmental Entity.
   5. **“Deliverables”** means all of the goods, Services, 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, Contractor, Subcontractor, or Contractor Personnel, directly or indirectly, in connection with any Underlying Agreement(s).
   6. **“Governmental Entity”** shall mean any Governmental Entity, as defined in Iowa Code Section 8A.101, or any successor provision thereto. The term Governmental Entity includes without limitation Participating Agencies, agencies, independent agencies, the Judicial Branch, the Legislative Branch, courts, boards, authorities, institutions, establishments, divisions, bureaus, commissions, committees, councils, examining boards, public utilities, offices of elective constitutional or statutory officers, and other units, branches, or entities of government.
   7. **“I.T. Governance Document(s)”** or **“Governance Document(s)”** means any Information Technology policies, standards, processes, guidelines, or procedures developed by OCIO pursuant to Iowa Code section 8B, available at: <https://ocio.iowa.gov/> (navigate to policies, standards, rules, respectively), and which are generally applicable to Participating Agencies, absent a waiver granted pursuant to Iowa Code section 8B.21(5) or any corresponding implementing rules.
   8. **“Office of the Chief Information Officer”** or **“OCIO”** means the Office of the Chief Information Officer of the State of Iowa created by Iowa Code chapter 8B.
   9. **“Participating Agency”** shall have the same meaning ascribed it under Iowa Code section 8B, including any subsequent amendments or successor provisions thereto.
   10. **“Purchasing Instrument”** means documentation issued by a Governmental Entity to Contractor for the purchase of Deliverables under an Underlying Agreement(s), including a **“Purchase Order”** or **“Statement of Work”** executed thereunder, regardless of form, and which identifies the Deliverables to be purchased and any other requirements deemed necessary by the applicable Governmental Entity, such as compensation and delivery dates.
   11. **“Security Breach”** means the unauthorized acquisition of or access to Customer Data by an unauthorized person that compromises the security, confidentiality, or integrity of Customer Data, including instances in which internal personnel access systems in excess of their user rights or use systems inappropriately. **“Security Breach”** shall also be deemed to include any breach of security, confidentiality, or privacy as defined by any applicable law, rule, regulation, or order.
   12. **“Services”** include, without limitation, all services performed or provided by or on behalf of, or otherwise made available through, Contractor, Subcontractor, or Contractor Personnel, directly or indirectly, in connection with any Underlying Agreement(s), including but not limited to the System or any corresponding hosting, implementation, migration, or configuration services related thereto.
   13. **“System”** means any system provided or otherwise made available by or through Contractor, Subcontractor, or Contractor Personnel, directly or indirectly, in connection with any Underlying Agreement(s), including any software, programs, or applications associated therewith or included or incorporated therein, regardless of the method of delivery, including but not limited to any Internet-enabled, Web-based or other similar delivery method.
   14. **“Third Party”** means a person or entity (including, any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to any Underlying Agreement(s).
   15. **“Subcontractor(s)”** means any of Contractors authorized subcontractors, affiliates, subsidiaries, or any other Third Party acting on behalf of or at the direction of Contractor, directly or indirectly, in performing or providing Deliverables under any Underlying Agreement(s).
   16. **“Contractor Personnel”** means employees, agents, independent contractors, or any other staff or personnel acting on behalf of or at the direction of Contractor or any Subcontractor performing or providing Deliverables under any Underlying Agreement(s).
2. **Intellectual Property.** Ownership and Assignment of Deliverables.
   1. **Ownership of Contractor-Owned Deliverables**. Except as specifically granted in a Statement of Work, other agreement, or as otherwise provided in this Agreement, Contractor shall own all Deliverables that were independently and exclusively developed by Contractor prior to the Effective Date of this Agreement (“Contractor-Owned Deliverables”). Contractor grants to the State of Iowa, OCIO, Agency and their Authorized Contractors for the State of Iowa’s governmental and business activities and purposes with the Deliverables during the Term a non-exclusive license to: (i) access, use and, to the extent applicable, maintain and support, the Contractor-Owned Deliverables; and (ii) access, use, reproduce and distribute Documentation.
   2. **Ownership and Assignment of Customer-Owned Deliverables**. Contractor, Subcontractor, and Contractor Personnel hereby irrevocably assigns, transfers, and conveys to the State all right, title and interest in and to Customer-Owned Deliverables. Contractor represents and warrants that the State shall acquire good and clear title to all Customer-Owned Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Contractor or of any Third Party, including Subcontractor and Contractor Personnel. Contractor, Subcontractor, and Contractor Personnel shall not retain any property interests or other rights in or to Customer-Owned Deliverables and shall not use any Customer-Owned Deliverables, in whole or in part, for any purpose, without the prior written consent of the State commissioning such Deliverables and the payment of such royalties or other compensation as the State deems appropriate. Immediately upon the request of the State, Contractor will deliver to the State or destroy, or both, at the State’s option, all copies of any Customer-Owned Deliverables in the possession of Contractor.
   3. **Customer Property**. Contractor, Subcontractor, and Contractor Personnel may have access to Customer Property to the extent necessary to carry out its responsibilities under the Agreement. Customer Property shall at all times remain the property of the State or applicable Third-Party owning Customer Property that has been licensed to the State. Contractor, Subcontractor, Contractor Personnel and the Deliverables shall comply with any and all the license terms, conditions, or restrictions applicable to any Customer Property that has been licensed to the State or otherwise made available or accessible to the State or Contractor by a Third Party, including to the extent the Deliverables must interface, integrate, or connect to such Customer Property. Contractor shall indemnify and hold harmless the State and its officers, directors, employees, officials, and agents from and against any and all claims, demands, liabilities, suits, actions, damages, losses, taxes, penalties, costs and expenses of every kind and nature whatsoever arising out of, resulting from, or in any way related to Contractor’s, Contractor Contractor’s, or Contractor Personnel’s, or the Deliverables breach of any license terms, conditions, or restrictions applicable to, or violation or misappropriation of any intellectual property rights or interests in, any Customer Property that has been licensed to the State or otherwise made available or accessible to the State or Contractor by a Third Party.
   4. **Third Party Intellectual Property**. Except as otherwise agreed to by the Parties in writing, in the event a Deliverable(s) is comprised of Third-Party Intellectual Property, Contractor shall ensure such Deliverables is licensed to the State pursuant to a license agreement, the terms and conditions of which are acceptable to the State. Unless otherwise agreed to by the State in writing, such license shall be an irrevocable, nonexclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, display, and host the Third-Party Intellectual Property, and to authorize others to do the same on the State’s behalf, including its Authorized Contractors.
   5. **Waiver**. To the extent any of Contractor’s, Subcontractor’s, or any Contractor Personnel’s rights in any Customer-Owned Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Contractor, Subcontractor, and Contractor Personnel hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State’s rights in and to Customer-Owned Deliverables.
3. **Representations, Warranties, and Covenants.** Deliverables Free of Deficiencies. Contractor represents and warrants, for a period of one year, that all hardware portions of the Deliverables, in whole and in part, shall: (i) be free from material Deficiencies and Errors; and (ii) meet, conform to and operate in accordance with all Acceptance Criteria and in accordance with this Agreement. Contractor represents and warrants, for a period of ninety days from the date of Acceptance, that the software portions of the Deliverables, in whole and in part, (i) perform in accordance with the specific claims provided in the response and all specifications agreed to in writing between the State and Contractor, (ii) have been properly designed and manufactured, and (iii) are free of any significant defects. Contractor shall provide the State with bug fixes, including informing the State of any known software bugs or software defects that may affect the State’s use of the software. During the Term, Contractor shall, at its expense, repair, correct, or replace any nonconforming Deliverable(s) within ten (10) days of receiving notice of such nonconformance from the State. Contractor shall be available at all reasonable times to assist the State with questions, problems, and concerns about the Deliverable(s); to inform the State promptly of any known nonconformance in any Deliverable(s); repair and correct any Deliverable(s) not performing and/or replaced products are inadequate, Contractor will refund the full amount of any payments that have been made for the failed products. The foregoing shall **not constitute an exclusive remedy under this Agreement, and the State shall be entitled to pursue any** other available contractual, legal, or equitable remedies.
   1. **Fitness for Intended Purpose**. Contractor represents and warrants that it is fully aware of the State’s **requirements and intended purposes and uses for the Deliverables, including as may be further** identified or defined in a subsequent Statement of Work executed hereunder, and that the Deliverables shall satisfy such requirements, including all specifications, in all material respects and are fit for their intended purposes and uses.
   2. **Quiet Enjoyment**. Contractor represents and warrants that: (i) it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide Deliverable(s) to the State hereunder and to assign, grant, and convey the rights, benefits, licenses and other rights assigned, granted, or conveyed the State hereunder without violating any rights of any Third Party; (ii) it has not previously and will not grant any rights in any Deliverable(s) to any Third Party that are inconsistent with the rights granted to the State herein; and (iii) the State shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption or interruption.
   3. **Intellectual Property**. Contractor represents and warrants that: (i) the Deliverables (and all intellectual property rights therein and related thereto); and (ii) the State’s use of, and exercise of any rights with respect to, the Deliverable(s) (and all intellectual property rights therein and related thereto), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any Third Party. Contractor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to any Deliverable(s). Contractor shall inform the State in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, Contractor shall, at the State’s request and at Contractor’s sole expense: (i) procure for the State the right or license to continue to use the Deliverable(s) at issue, or relevant aspect thereof; (ii) replace the infringing, violating, or misappropriated aspects of such Deliverable(s) with a functionally equivalent replacement; (iii) modify or replace the affected portion of the Deliverable(s) with a functionally equivalent or superior Deliverable(s) free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable(s) at issue and refund to the State all fees, charges and any other amounts paid by the State under this Agreement or any related agreement with respect to such Deliverable(s). In addition, Contractor agrees to indemnify and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification section of this Agreement, including for any breach of the representations and warranties made by Contractor in this Section 3.4 (Intellectual Property). The foregoing remedies shall be in addition to and not exclusive of other remedies available to the State under this Agreement or otherwise and shall survive termination of this Agreement.
   4. **Workmanlike Manner**. Contractor represents, warrants, and covenants that all services to be performed under this Agreement shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and conditions of this Agreement and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a specification for the performance of any portion of this Agreement, the Parties agree that the applicable specification shall be the generally accepted industry standard. So long as the State notifies Contractor of any Services performed in violation of this standard, Contractor shall re-perform the Services at no cost to the State, such that the Services are rendered in the above-specified manner, or if Contractor is unable to perform the Services as warranted, Contractor shall reimburse the State any fees or compensation paid to Contractor for the unsatisfactory Services.
   5. **Compliance with Law**. Contractor represents, warrants, covenants, and promises that Contractor, Subcontractor, and Contractor Personnel have complied with, and shall continue to comply, and, to the extent applicable, the Deliverables comply with all applicable federal, state, foreign, and local laws, rules, regulations, codes, standards, ordinances, and orders both generally and in connection with the performance of this Agreement, including the following:
      1. Those prohibiting discriminatory employment practices or related to equal opportunity in employment or affirmative action under federal or state law, rules, regulations, or orders, including Iowa Code chapter 216 and section 19B.7 and corresponding rules of the Iowa Department of Administrative Services and the Iowa Civil Rights Commission. Upon the State’s written request, Contractor shall submit to the State a copy of its affirmative action plan, containing goals, time specifications, accessibility plans, and policies as required by Iowa Administrative Code chapter 11—121.
      2. Those requiring the use of targeted small businesses as subcontractors and suppliers in connection with government contracts.
      3. Those pertaining to any permitting and licensure requirements in carrying out the work performed under this Agreement.
      4. Those relating to prevailing wages, occupational safety and health standards, payment of taxes, gift laws, and lobbying laws.
      5. Applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, including Web Content Accessibility Guidelines (WCAG) 2.1, including any amendments thereto or any subsequent versions thereof, and all standards and requirements established by the Architectural and Transportation Barriers Access Board.
      6. All applicable I.T. Governance Document(s).
      7. To the extent a portion of the funding used to pay for the Deliverables is being provided through a grant from the federal government, any terms or conditions required to be included in a contract between the State and a contractor pursuant to applicable federal laws, regulations, circulars, and bulletins, which terms and conditions are incorporated by reference into this Agreement as if fully set forth herein and contractual obligations of Contractor.
      8. IRS Pub 1075.
      9. [List any other applicable laws].
   6. **Subcontractors**. Contractor shall take such steps as necessary to ensure Subcontractor and Contractor Personnel are bound by the terms and conditions contained in this Section 7.6 (Compliance with Law). Notwithstanding anything in this Agreement to the contrary, Contractor, Subcontractor, and Contractor Personnel’s failure to fulfill any requirement set forth in this Section 7.6 (Compliance with Law) shall be regarded as a material breach of this Agreement the State may cancel, terminate, or suspend, in whole or in part, this Agreement or any Purchasing Instruments executed hereunder. In addition, the State may declare Contractor or Subcontractor ineligible for future State contracts in accordance with authorized procedures or Contractor or Subcontractor may be subject to other sanctions as provided by law or rule.
   7. **No Conflicts**. Contractor represents, warrants, and covenants that no relationship existed at the time of the formation of this Agreement, or will exist during the Term of the Agreement, between Contractor, Subcontractor, or Contractor Personnel and the State or the State of Iowa or any of its employees or Authorized Contractors 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 Contractor, Subcontractor, and Contractor Personnel shall not engage in or permit any Third Party to engage in any conduct that would violate that chapter.

* 1. **Up to Date on Payments**. Contractor represents and warrants it is not in arrears with respect to the payment of any monies due and owing the State of Iowa, including the payment of taxes and employee benefits, and covenants and warrants it will not become so during the Term, or any extensions thereof.
  2. **Cumulative Warranties**. Except to the extent otherwise provided herein, Contractor’s warranties provided in this Section 7 (Representations, Warranties, and Covenants) are in addition to and not in lieu of any other warranties provided in this Agreement. All warranties provided for in this Agreement shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to the State.
  3. **Preservation of Implied Warranties**. All warranties made by Contractor in this Agreement, whether or not this Agreement specifically denominates Contractor’s promise as a warranty or whether the warranty is created only by Contractor’s affirmation or promise, or is created by a description of the Services, Deliverables to be provided, or by provision of samples to the State, shall not be construed as limiting or negating any warranty provided by law, including warranties which arise through course of dealing or usage of trade. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services, Deliverables provided by Contractor or performance or provisioning thereof.
  4. **Survives Termination**. Contractor’s duties, obligations, and liabilities as set forth in this Section 3 (Representations, Warranties, and Covenants) shall survive termination of this Agreement and shall apply to all acts or omissions taken or made in connection with Contractor’s, Subcontractor’s, or Contractor Personnel’s performance of this Agreement regardless of the date any potential claim or breach is made or discovered by the State or its Authorized Contractors.

1. **Security/Privacy, Business Continuity, and Disaster Recovery**.
   1. **Data Ownership**. All Customer Data shall be and remain the sole and exclusive property of the applicable Governmental Entity.
   2. **Contractor’s access to and use of Customer Data**. Contractor, Subcontractor, and Contractor Personnel shall not use any Customer Data for any purpose other than fulfilling Contractor’s express obligations and duties under the Underlying Agreement(s) in accordance with the terms and conditions set forth therein, these Security Terms, and any applicable laws, rules, and regulations.
   3. **Data Protection**. Contractor, Subcontractor, and Contractor Personnel shall safeguard the confidentiality, integrity, and availability of Customer Data. In so doing, Contractor, Subcontractor, and Contractor Personnel shall comply with the following:
      1. Implement and maintain reasonable and appropriate administrative, technical, and physical security measures to safeguard against unauthorized access, disclosure, theft, or modification of Customer Property. Such security measures shall be in accordance with recognized industry standards and controls (including NIST 800-53 Revision 4 and ISO27001:2013), and not less stringent than the measures Contractor, Subcontractor, and Contractor Personnel utilize to safeguard their own data/information of like importance. In addition, such security measures shall comply with, and shall enable the applicable Governmental Entity to at all times comply fully with, all applicable federal, state, and local laws, rules, standards, policies, or procedures ordinances, codes, regulations, and orders or other security, privacy, or safeguarding requirements, including applicable I.T. Governance Document(s) or any applicable Governmental Entity’s then-current security policies, standards, or procedures that have been supplied to Contractor or Subcontractor by the applicable Governmental Entity.
      2. All Customer Data shall be encrypted at rest and in transit with controlled access and shall utilize TLS v. 1.1 or 1.2. Unless otherwise expressly provided herein or otherwise agreed to by the Parties in writing, Contractor, Subcontractor, and Contractor Personnel are responsible for encryption of Customer Data in their possession. Additionally, Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules for all Customer Data, unless the applicable Governmental Entity approves in writing the storage of Customer Data on a portable device that does not satisfy these standards.
      3. 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. Contractor shall not allow Contractor Personnel to access, store, process, or retain Customer Data on any portable devices, including personal computers, tablets, or cell phones, except to the extent such devices are used and permanently stored or backed up at all times only in the continental United States of America.
      4. Contractor may permit Contractor Personnel to access Customer Data remotely only as required to provide technical support. Contractor may not provide technical user support on a 24/7 basis using a Follow the Sun model.
   4. **Hosting Terms**. In addition to other terms herein that would be applicable to hosting, infrastructure, other “as a service” delivery models, or other similar Services, the following shall apply:
      1. Compliance/Audits.
         1. Compliance. Annually throughout the term, Contractor shall obtain and provide OCIO, upon request, at no additional cost:
            1. An independent, Third-Party certificate of audit certifying that the Services/System complies with NIST 800-53, Revision 4 controls;
            2. An ISO/IEC 27001:2005 certification;
            3. Test or assessment results of an independent, Third-Party assessment of application scans using the Open Web Application Security Project (OWASP) Top Ten List;
            4. Test results of a penetration test conducted by an independent, Third- Party;
            5. A copy of Contractor’s annual SOC 2 type 2 report (for all Trust Services Principles); and
            6. A Contractor produced remediation plan resulting from items 4.4.1.1.1 through 4.4.1.1.5, inclusive.
         2. Ongoing Security Testing. Contractor will periodically test its systems for potential areas where security could be breached. During the term, to the extent Contractor engages a Third-Party auditor to perform an SSAE 16 of Contractor’s operations, information security program, and/or disaster recovery/business continuity plan, Contractor shall promptly furnish a copy of the test report or audit report to OCIO or its Authorized Contractors. In addition, Contractor shall disclose its non-proprietary security processes and technical limitations to OCIO or its Authorized Contractors to enable OCIO to identify compensating controls necessary to adequately safeguard and protect Customer Data, or to otherwise assist OCIO or any other Governmental Entity in complying with any laws, rules, regulations, orders, or corresponding audits. For example, Contractor shall disclose its security processes with respect to virus checking and port sniffing to OCIO.
         3. Security Audit by OCIO. During the term, OCIO or its Authorized Contractor(s) may perform security audits/scans of Contractor’s environment, including unannounced penetration and security tests. Any Governmental Entity’s regulators (and any federal agencies providing grant funds used to pay for such Deliverables, in whole or in part) shall have the same right upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.
         4. Access to Security Logs and Reports. Contractor shall provide security logs and reports to OCIO or its Authorized Contractors in a mutually agreeable format upon request. Such reports shall include at least latency statistics, user access summaries, user access IP address summaries, user access history and security logs for all State files related to any Underlying Agreement(s).
      2. Backup and Recovery. Contractor is responsible for maintaining a backup of Customer Data and shall maintain a contemporaneous backup of Customer Data that may be recovered within two (2) hours at any point in time. Additionally, Contractor shall store a backup of Customer Data in an off-site “hardened” facility no less than daily, maintaining the security of Customer Data, and consistent with the security requirements set forth in this Section. To the extent applicable, any backups of Customer Data shall not be considered in calculating any fees levied pursuant to any Underlying Agreement(s).
      3. Import and Export of Customer Data. To the extent Customer Data is stored, retained, or otherwise maintained in electronic format in connection with any hosting, infrastructure, or other similar Services, the applicable Governmental Entity or its Authorized Contractors shall have the ability to import or export data or information, including Customer Data, in whole or in part to or from such Services, at no charge, and in such formats as may be acceptable to the Governmental Entity, without interference from Contractor, Subcontractor, or Contractor Personnel. In the event a Governmental Entity is unable to successfully import or export Customer Data in whole or in part, Contractor shall assist the Governmental Entity in doing so at no charge. As it relates to the export of such data and information, Contractor shall provide to or ensure the applicable Governmental Entity has obtained an export of any requested Customer Data within a timeframe mutually agreed between the Parties in the format specified by the Governmental Entity.
      4. Retention/Return/Destruction of Customer Data. Upon termination or expiration of any Underlying Agreement(s), Contractor may be required to promptly return or destroy, at the applicable Governmental Entity’s sole option, all Customer Data, and provide a notarized written statement to the applicable Governmental Entity certifying that all Customer Data under or in Contractor’s, Subcontractor’s, or Contractor Personnel’s control or possession has been delivered to the applicable Governmental Entity or destroyed, as requested by the applicable Governmental Entity. To the extent Contractor is required to destroy Customer Data, such Customer Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Contractor agrees that in connection with any termination or expiration of any Underlying Agreement(s), Contractor shall not take any action to intentionally erase any Customer Data without first providing prior notice to and consent from the applicable Governmental Entity in writing. On termination or expiration of any Underlying Agreement(s), the applicable Governmental Entity shall, except to the extent otherwise required by applicable laws, rules, regulations, policies, or procedures, including but not limited to record-retention requirements, or as otherwise required for use of any licenses, Services, or Deliverables previously supplied by Contractor, return or destroy, at Contractor’s option, all of Contractor’s Confidential Information.
   5. **Personnel Safeguards**.
      1. Background Checks.
         1. Floor. Contractor shall conduct nationwide criminal background checks on Contractor Personnel and shall not utilize any such personnel in the performance of any Underlying Agreement(s) who have been convicted of any crime of dishonesty, including fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty.
         2. Additional Screening. Governmental Entities reserve the right to subject Contractor 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 requirement imposed by law, rule, regulation, order, or policy. Contractor Personnel may be required to authorize the release of the results of criminal history checks, including those through the FBI, to one or more Governmental Entities, including OCIO. Such background checks may be conducted by the applicable Governmental Entity or its Authorized Contractor. A Governmental Entity may also require Contractor to conduct a work history or financial review of Contractor Personnel. Contractor shall provide Governmental Entities with these background check results in a mutually agreeable form and manner prior to the commencement of any engagement by Contractor Personnel.
         3. Contractor shall be responsible for payment of all costs associated with any and all background checks to which Contractor Personnel are subjected, regardless of whether such background checks are conducted by Contractor or a Governmental Entity or its Authorized Contractor.
      2. Right to Remove Individuals. Should a Governmental Entity be dissatisfied with the performance, competence, responsiveness, capabilities, cooperativeness, or fitness for a particular task of any Contractor Personnel, the Governmental Entity may request the replacement of such Contractor Personnel (“Replacement Request”). The Replacement Request shall be in writing and upon receipt of the request, Contractor shall make reasonable efforts to furnish a qualified and acceptable replacement within fifteen (15) business days. If the applicable Governmental Entity, in its sole discretion, determines Contractor Personnel pose a potential security risk and notifies Contractor of such security risk in its Replacement Request, Contractor shall immediately remove such individual; any replacement furnished by Contractor in connection with such a request may not perform or provide Services or Deliverables to the applicable Governmental Entity unless and until the applicable Governmental Entity gives its consent to Contractor’s use of such replacement. Contractor shall notify OCIO immediately upon receiving a Replacement Request from another Governmental Entity and promptly provide a copy of such Replacement Request to OCIO.
      3. Security Awareness Training. Contractor shall promote and maintain an awareness of the importance of securing Customer Property, including Customer Data, among Contractor Personnel.
      4. Separation of Job Duties. Contractor shall diligently monitor and enforce separation of job duties, require all Subcontractor and Contractor Personnel to execute non-disclosure agreements, and limit access to and knowledge of Customer Property to those Contractor Personnel to which such access and knowledge is absolutely necessary to provide Services and Deliverables pursuant to any Underlying Agreement(s).
      5. Non-disclosure/Confidentiality Agreements. Contractor Personnel may be required to sign a Governmental Entity’s standard confidentiality or non-disclosure agreement(s), or other confidentiality or non-disclosure agreement(s) as may be required by applicable law, rule, regulation, or policy.
   6. **Security Breaches**.
      1. Reporting. Contractor or Subcontractor will report to the applicable Governmental Entity and OCIO within two (2) hours of Contractor’s or Subcontractor’s discovery of any actual or suspected Security Breach. Such report must be given in the most expedient time possible and without unreasonable delay. Written confirmation must be sent to the applicable Governmental Entity and OCIO within forty-eight (48) hours of discovery or notification of the actual or suspected Security Breach. Such written confirmation shall include an explanation of the nature of and circumstances surrounding such actual or suspected Security Breach.
      2. Investigations in Response to Actual or Suspected Breach. Contractor and Subcontractor agree, at their sole expense, to take all steps necessary to promptly remedy any actual or suspected Security Breach and to fully cooperate with the applicable Governmental Entity and OCIO in resolving and mitigating any damage from such actual or suspected Security Breach at Contractor’s sole cost. At no additional cost to the applicable Governmental Entity or the State of Iowa, Contractor and Subcontractor will fully cooperate with the applicable Governmental Entity, OCIO, and the Authorized Contractors of either of the foregoing in investigating such actual or suspected Security Breach, including reviewing and assisting in reviewing system, application, and access logs, conducting and assisting in conducting forensic audits of relevant systems, imaging and assisting in imaging relevant media, and making personnel available for interview. On notice of any actual or suspected Security Breach, Contractor and Subcontractor will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to such actual or suspected Security Breach in accordance with industry best practices. Contractor and Subcontractor will deliver to the applicable Governmental Entity and OCIO a root cause assessment and future incident mitigation plan, and deliver a preliminary assessment and plan as soon as practical and regularly maintain and update such assessment and plan throughout the course of any investigation. Contractor agrees that it will not notify any regulatory authority relating to any actual or suspected Security Breach unless the applicable Governmental Entity specifically requests Contractor do so in writing.
      3. Additional Remedies in the Event of Actual Breach. Upon the applicable Governmental Entity’s determination that a Security Breach involving or relating to Customer Data has occurred, Contractor and Subcontractor shall fully cooperate with the applicable Governmental Entity and OCIO in fully rectifying/responding to such Security Breach, including notifying all of the Governmental Entity’s affected users. The applicable Governmental Entity shall determine, in its sole discretion, the content and means of delivery of any such notifications. Notwithstanding any provision in these Security terms or any Underlying Agreement(s), Contractor will be solely responsible and liable for all costs, expenses, damages, fines, penalties, taxes, assessments, legal fees, claims, service fees, and any and all other amounts of any kind or nature whatsoever (including the reasonable value of time of the Iowa Attorney General’s Office or the costs, expenses and attorney fees of other counsel retained by the State or any other Governmental Entity) related to, arising out of, or incurred by or on behalf of any Governmental Entity as a result of, any Security Breach caused directly or indirectly, in whole or in part, by Contractor Personnel, including the cost of: notifying affected individuals and businesses or reporting to applicable regulators or Governmental Entities (including preparation, printing, mailing and delivery); opening and closing accounts, printing new checks, embossing new cards; forensic and other audits, investigations, public relations services, call center services, websites and toll-free numbers for assisting affected individuals; obtaining credit-monitoring services and identity- theft insurance for any person or entity whose information has or may have been acquired or compromised; and all other costs associated with corrective or other actions that are taken to mitigate or address the Security Breach. Contractor will reimburse or pay to the applicable Governmental Entity all such expenses, fees, damages, and all other amounts within fifteen (15) business days of the date of any written demand or request delivered to Contractor.
   7. **Business Continuity/Disaster Recovery**.

* + 1. Creation, Maintenance and Testing. Contractor and Subcontractor shall maintain a Business Continuity and Disaster Recovery Plan for all Services provided hereunder (“Plan”), and implement such plan in the event of any unplanned interruption of Services. Contractor or Subcontractor shall provide Governmental Entities upon request, with a copy of Contractor’s or Subcontractor’s current Plan, revision history, and any reports or summaries relating to past testing of the Plan. Contractor and Subcontractor shall actively test, review, and update the Plan on at least an annual basis using American Institute of Certified Public Accountants standards and other industry best practices as guidance. Contractor and Subcontractor shall promptly provide the applicable Governmental Entities with copies of all reports and/or summaries resulting from any testing of the Plan and with copies of any resulting updates to the Plan. Throughout the term of any Underlying Agreement(s), Contractor and Subcontractor shall maintain disaster avoidance procedures designed to safeguard Customer Data and the accessibility and availability of the Services or Deliverables.
    2. Activation of Plan. Contractor and Subcontractor shall immediately notify any adversely affected Governmental Entities and OCIO of any disaster or other event in which the Plan is activated. If Contractor or Subcontractor fail to reinstate Services or Deliverables within the time periods set forth in the Plan, in addition to any other remedies available to applicable Governmental Entities hereunder, the applicable Governmental Entity may immediately terminate the Underlying Agreement or adversely affected Purchasing Instrument(s) without any penalty or liability. Without limiting Contractor’s obligations under this Agreement, whenever a disaster causes Contractor or Subcontractor to allocate limited resources between or among Contractor’s or Subcontractor’s customers, Governmental Entities procuring Services or Deliverables hereunder shall receive at least the same treatment as comparable Contractor or Subcontractor’s customers with respect to such limited resources. The provisions of any force majeure clause in any Underlying Agreement(s) shall not limit Contractor’s obligations under this Section.
  1. **Ancillary Agreements and Non-Disclosure Agreements**. Contractor or Subcontractor will execute any agreements to address any compliance, legal, confidentiality, or privacy concerns that may be unique to an applicable Governmental Entity making purchases hereunder, such as a Business Associate Agreement (**“BAA”**) or Criminal Justice Information System (**“CJIS”**) Security Addendum, or any other non-disclosure or confidentiality agreements in connection with this Agreement or any related agreement deemed necessary by the applicable Governmental Entity (**“Ancillary Agreement(s)”**).
  2. **Transition Assistance**. Contractor agrees that in connection with any termination or expiration of any Underlying Agreement(s), Contractor will continue to perform such Services or provide Deliverables under any Underlying Agreement as the applicable Governmental Entity may request for a transition period up to 365 days from the effective date of termination or expiration of any Underlying Agreement. As part of any such request, the applicable Governmental Entity will inform Contractor of the number of days during which the Contractor will continue to provide such Services or Deliverables, and perform transition and other related services under this Section (the “Transition Period”). During the Transition Period, Contractor will take all actions as may be necessary or requested by the applicable Governmental Entity to accomplish a complete and timely transition, including but not limited to a full migration of all Customer Data from Contractor to the applicable Governmental Entity or its Authorized Contractor(s) hired or utilized by the State to provide any replacement or similar services related to the services (the “New Contractor”). Contractor will use its best efforts to cooperate with the applicable Governmental Entity and any New Contractor, and to fully comply with all requests of the same to affect a smooth and timely transition and to ensure there is no interruption of any services, information, or transactions provided or conducted through the Services or Deliverables. Contractor agrees that it will perform all transition services in good faith and in a professional and businesslike manner, and shall comply with all requests of the applicable Governmental Entity and any New Contractor to assist in the effort to accomplish a successful, seamless, and unhindered transition of the Services or Deliverables, migration all Customer Data or information, and transfer of Contractor’s responsibilities under any Underlying Agreement(s). Contractor will perform all transition services on an expedited basis, as determined by the applicable Governmental Entity. During the Transition Period, the applicable Governmental Entity agrees to pay to Contractor any fees to which Contractor would be entitled under any Underlying Agreement for Services or Deliverables performed during such period; provided such Underlying Agreement was not terminated due to Contractor’s breach of such Underlying Agreement or for reasons related to the non-appropriation of funds as defined by such Underlying Agreement, and Contractor continues to be in full compliance with all terms, conditions, provisions and requirements of any Underlying Agreement and these Security Terms. In the event a Governmental Entity’s request for transition assistance does not require Contractor to continue providing all of the Services or Deliverables under any Underlying Agreement, the Parties shall negotiate in good faith an equitable adjustment in the fees which are otherwise payable to Contractor for such Services or Deliverables as the State requests the Contractor to provide.
  3. Contractor shall include the terms and conditions in this Section in all of its contracts, subcontracts, or other agreements with Subcontractor.

**IN WITNESS WHEREOF,** the Parties have caused their respective duly authorized representatives to execute these Security Terms, which is effective as of the last date of signature hereto.

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| **STATE OF IOWA,** acting by and through the **[Iowa Department of Administrative Services]** | | **[Name of Contractor]** | |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |