

Exhibit C
Master Software License Agreement

This Master Software License Agreement (the "MSLA") is incorporated into and made part of the EIS-SAS Remote Managed Services Contract #2016-BUS-005 (the "Services Contract") by and between Executive Information Systems, LLC, a limited liability corporation organized under the laws of the State of Maryland, ("Licensor" or "EIS") and the State of Iowa, acting by and through the Office of the Chief Information Officer ("OCIO"), for the purchase and license of certain SAS Institute Inc., a corporation organized under the laws of North Carolina ("SAS"), Software made available by EIS as a reseller of SAS Software and related Hosting Services. OCIO and Governmental Entities may be referred to collectively or individually herein as a "Licensee(s)"; provided, however, that where the context clearly requires, the term "Licensee(s)" shall be deemed to refer to the individual Governmental Entity making the individual purchase(s) hereunder.

1. Overview.

1.1. Authority and Purpose. Pursuant to Iowa Code section 8B.24(5)(b)(2) "The office may enter into an agreement for the purchase of information technology if . . . [t]he contract price, terms, and conditions are no less favorable than the contractor's current federal supply contract price, terms, and conditions; the contractor has indicated in writing a willingness to extend such price, terms, and conditions to the office; and the purchase order adequately identifies the contract relied upon." This MSLA governs the purchase and license of certain SAS Software and related Hosting Services available under EIS's current GSA Contract No. 47QTCA18D0081 (the current version of which may be found at <http://www.execinfosys.com/EIS%20GSA2%20Terms.pdf> (if this Hyperlink changes EIS will provide us with the most up to date version within five (5) days of such change) ("GSA Contract"). OCIO is establishing an agreement with Licensor to facilitate the acquisition by certain Governmental Entities in the State of Iowa of licenses of Licensor's SAS Institute Inc. ("SAS") Software. OCIO hereby authorizes Participating Agencies and other Governmental Entities to purchase Software hereunder on the price, terms, and conditions set forth in the GSA Contract, subject to the terms and conditions of this MSLA.

1.2. Term. This MSLA is effective as of the date of last signature below ("Effective Date") and shall run conterminous with the Services Contract, including any extensions or renewals thereto. Notwithstanding the term of this MSLA, unless and until any licenses purchased hereunder are terminated for cause, and solely to the extent such licenses are paid for in accordance with the terms of this MSLA and the applicable Purchasing Instrument, the term (e.g., perpetual, subscription, etc...) of any license for Software purchased hereunder shall continue beyond any expiration or termination of this MSLA consistent with the term, scope, and nature of the applicable license, including as may be identified in an applicable EULA or Purchasing Instrument. Notwithstanding the termination or expiration of this MSLA, licenses purchased hereunder that continue beyond any term or termination of this MSLA shall remain subject to and governed by the terms and conditions of this MSLA, including but not limited to as it relates to the following Sections:

- 1.2.1. Section 3 (Software);
- 1.2.2. Section 7 (Representations and Warranties);
- 1.2.3. Section 9 (Indemnification);
- 1.2.4. Section 10 (Contract Administration);

- 1.2.5. Any other Section or terms or conditions that by their nature would be intended to be applicable following any such expiration or termination.
- 1.3. Relationship between Licensor and SAS, Inc. Licensor represents and warrants that they are an authorized reseller of SAS Software and related Hosting Services, and that they are authorized to resell SAS Software and related Hosting Services on the terms and conditions set forth in this MSLA.
- 1.4. Incorporation of GSA Software-related Terms and Conditions. Licensees making purchases hereunder shall be afforded all of the rights, privileges, warranties, and indemnifications afforded entities making purchases under the GSA Contract, and such rights, privileges, warranties, and indemnifications shall accrue and apply with equal effect to Licensees making purchases hereunder.
- 1.5. Relationship between this MSLA and Individual Purchasing Instruments. Each Purchasing Instrument executed hereunder shall be deemed, upon its execution, to incorporate the terms and conditions of the Services Contract and this MSLA and shall constitute a separate, distinct, and independent agreement between Licensor and the applicable Licensee. To the extent a Governmental Entity other than OCIO makes a purchase hereunder pursuant to a Purchasing Instrument executed by it, such Governmental Entity shall be solely responsible for any payments due and duties and obligations otherwise owed Licensor under the Service Contract and this MSLA. In addition, notwithstanding any other provision of this MSLA to the contrary, OCIO bears no obligation or liability for any other Governmental Entity's losses, liabilities, or obligations hereunder. The Purchasing Instrument will address the particulars of the hosting arrangement such as number of users and amount of storage.
2. **Definitions.** Unless otherwise defined herein, capitalized terms used but not defined herein shall have the meaning ascribed to them in the Services Contract. In addition, for purposes of this MSLA, the following terms have the following meaning:
- 2.1. **"Authorized Contractors"** mean independent contractors, consultants or other Third Parties who are retained or hired by Licensee to host, maintain, modify, support or enhance the Software or to otherwise assist Licensees with their use of the Software consistent with the rights granted herein.
- 2.2. **"Confidential Information"** means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a "disclosing party") to the other party (a "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 MSLA 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.

- 2.3. **"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 the MSLA, including Authorized Contractors of the foregoing.
- 2.4. **"Deficiency"** means a defect, flaw, error, bug, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to the Software, including, without limitation, any failure of the Software to conform to or meet a Specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of the Software which EIS has indicated the Software would be capable of doing, accomplishing, performing, or achieving.
- 2.5. **"Documentation"** means any and all technical information, commentary, explanations, design and system architecture documents, test materials, training materials, guides, manuals, worksheets, notes, work papers, made available by EIS or SAS.
- 2.6. **"End User License Agreement" or "EULA"** means the standard contract documents governing a licensee's rights with respect to certain Software, including Software EIS supplies hereunder as SAS's authorized reseller, and that a Licensee may be required to agree to and comply with in connection with its use of the same. SAS's standard EULAs (available as Exhibit A of the document at <http://www.execinfosys.com/EIS%20GSA2%20Terms.pdf>) shall apply by default to individual transactions, except to the extent OCIO or individual Licensees specifically negotiate and execute a separate EULA. Notwithstanding the foregoing or anything in this MSLA to the contrary, to the extent of any conflict or inconsistency between this MSLA and any EULA, the terms and conditions of this MSLA shall prevail. Relatedly, any legal terms or conditions included on or set forth in any EULA shall be void and unenforceable.
- 2.7. **"Enhancements"** means all updates, upgrades, bug fixes, patches, additions, modifications or other enhancements to the Software (including, without limitation, any new releases or versions of the Software) provided or made available by SAS or any Third Party under this MSLA or any other agreement (including, without limitation, any agreement for maintenance or support) and all changes to the Documentation and Source Code as a result of such Enhancements. Source code from which the Software object code is derived ("**Source Code**") is not being provided and is a trade secret of SAS and SAS' licensors to which access is not authorized.
- 2.8. **"Governmental Entity"** shall mean any Governmental Entity, as defined in Iowa Code Section 8A.101(4), or any successor provision to that section. The term Governmental Entity shall also include agencies, independent agencies, the Judicial 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, and political subdivisions. However, the term Governmental Entity shall not include the federal government.
- 2.9. **"GSA Price List"** means the price list and fees associated with the GSA Contract and incorporated by reference into the Services Contract as Exhibit B (GSA SCHEDULE).

- 2.10. **"Hosting Services"** means related hosting services purchased in connection with Software licensed hereunder that EIS, through its subcontractor, SAS will perform in accordance with and as may be further defined and described in Exhibit A and the applicable Purchasing Instrument.
- 2.11. **"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 which have been provided to EIS 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.
- 2.12. **"Participating Agency"** shall have the same meaning ascribed it under Iowa Code section 8B, including any subsequent amendments or successor provisions thereto, and which at the time of execution of this MSLA meant any state agency, except the state board of regents and institutions operated under the authority of the state board of regents.
- 2.13. **"Public Code"** means one or more of the following: (1) any software that contains or is derived in any manner (in whole or in part) from open source software or software subject to similar licensing or distribution requirements; and (2) any software that requires as a condition of its use, modification or distribution that such software (or other software incorporated into, derived from or distributed with such software) be either (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.
- 2.14. **"Purchasing Instrument"** means the documentation issued by Licensee for the purchase of Software and related services. A Purchasing Instrument may be captioned as a "Purchase Order," "Statement of Work," or other similar or like ordering document which identifies the Software and related Hosting Services, including any terms particular to the specific engagement, to be procured thereby and to which this MSLA applies. For purposes of applying the terms and conditions of the Services Contract, a Purchasing Instrument, regardless of how captioned, shall be considered a "Statement of Work" thereunder.
- 2.15. **"Software"** means any SAS software and software components licensed and available by and through EIS as a reseller of SAS under the GSA Contract, and licensed to Licensees hereunder pursuant to the terms and conditions of this MSLA.
- 2.16. **"Specifications"** mean all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Software stated in Documentation provided by SAS or EIS or otherwise identified in any related Purchasing Instrument mutually agreed to by the Parties.
- 2.17. **"Security Breach"** means the unauthorized acquisition of or access to Customer Data or the Hosting Services by an unauthorized person that compromises the security, confidentiality, or integrity of Customer Data or the Hosting Services or Software installed and running thereon, 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.
- 2.18. **"Third Party"** means a person or entity (including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to this MSLA or the applicable Purchasing Instrument.

- 2.19. "User" means any Third Party that is authorized or permitted by Licensee to access or use the Software and related systems its functions.

3. **Software.**

- 3.1. *License Grant.* Any rights granted by Licensor to Licensee pursuant to a EULA are in addition to any rights granted by this Section 3. Unless otherwise provided in a Purchasing Instrument, Licensor agrees Licensee shall have a nonexclusive, nontransferable, nonassignable (except in the case of any restructuring or consolidation of any Licensee, including becoming or being integrated into a new or different Governmental Entity, in which case Licensee may assign its rights and obligations in or to the Software and Documentation to any successor Governmental Entity), irrevocable, perpetual (or annual where stated in the Purchasing Instrument), fully paid up, and royalty-free and license to install and use the Software and Documentation in one country and for the benefit of one (1) Licensee (provided that where Licensee is a centralized administrative agency, subunit, or division of a larger Governmental Entity, such Licensee may use, provision, or provide the Software to or for the benefit of other Governmental Entities under its umbrella to fulfill its duties and responsibilities on behalf of the larger Governmental Entity) in the United States to utilize the Software purchased pursuant to a Purchasing Instrument executed under this MSLA ("Default License"). If a Purchasing Instrument provides for a license term different than the Default License, such as a term-limited or subscription-type license, Licensee shall have a nonexclusive, irrevocable, fully-paid, royalty-free, right and license to utilize the Software purchased pursuant to a Purchasing Instrument executed under this MSLA during the applicable license term as identified in the applicable Purchasing Instrument. With respect to any license granted pursuant to this MSLA, and notwithstanding anything in this MSLA to the contrary, Licensee may:

- 3.1.1. Except for source code, use, install, host, access, execute, modify, edit, format, translate, maintain, support, repair, enhance, test, demonstrate, and display the Software;
- 3.1.2. Combine and use the Software with other software, firmware, Public Code and hardware;
- 3.1.3. Grant any or all of the rights set forth/granted in Subsections 3.1.1 and 3.1.2, above, to Authorized Contractors and Governmental Entities;
- 3.1.4. Grant its rights to access and use the Software and its functions to Users;
- 3.1.5. In the case of any restructuring or consolidation of any Licensee, including becoming or being integrated into a new or different Governmental Entity, assign its rights and obligations in or to the Software and Documentation to any successor Governmental Entity; and
- 3.1.6. Where Licensee is a centralized administrative agency, subunit, or division of a larger Governmental Entity, using, provisioning, or providing the Software to or for the benefit of other Governmental Entities, under Licensee's umbrella to fulfill its duties and responsibilities on behalf of the larger Governmental Entity.

All Software subject to this MSLA may be used on any one or more of the computers, data center locations, networks, Internet or intranet sites, servers or other systems of Licensee, any Governmental Entity, or any Authorized Contractor ("Licensee Systems"). For purposes of this MSLA, the parties agree that if Licensee makes any modifications to Customer Data using the Software (whether directly or indirectly through an Authorized

Contractor), Licensee or Governmental Entity who makes such modification to the Customer Data owns such modifications to the Customer Data. The foregoing license grants and rights conferred herein include a license under any current or future patents owned or licensable by Licensor to the extent necessary: (i) to exercise any license right granted herein; and (ii) to combine the Software with any other Deliverables provided under the Services Contract, including with any hardware and software.

- 3.2. *Hosting Services.* In addition to any other rights granted or conferred in connection with the Hosting Services, Licensor hereby grants any Licensee purchased related Hosting Services the following additional rights:
- 3.2.1. Any and all rights necessary for the Licensee to access and use the Hosting Services for the Licensee's governmental activities including as may be identified and agreed in any Purchasing Instrument;
 - 3.2.2. Any and all rights necessary for the Licensee to access and use the Hosting Services as described in applicable Documentation or consistent with any Specifications;
 - 3.2.3. The same grant of rights conferred under Subsection 3.2.1 and 3.2.2 to the Governmental Entity's Authorized Contractors;
 - 3.2.4. The same grant of rights conferred under Subsection 3.2.1 and 3.2.2 to the Governmental Entity's Users to the extent of any quantity ordered (regardless of whether on a "user," "seat," "device," or other similar basis) by the Governmental Entity;
 - 3.2.5. In the case of any restructuring or consolidation of any Licensee, including becoming or being integrated into a new or different Governmental Entity, assign its rights and obligations in or to the Hosting Services to any successor Governmental Entity; and
 - 3.2.6. Where Licensee is a centralized administrative agency, subunit, or division of a larger Governmental Entity, using, provisioning, or providing access to or use of Software running or installed on the Hosting Services to or for the benefit of other Governmental Entities under Licensee's umbrella to fulfill its duties and responsibilities on behalf of the larger Governmental Entity.
- 3.3. *Licensee Not Required to Accept or Install Enhancements.* With the exception of standard patches or "hot fixes" designed to address or remediate security flaws or minor bugs with the Software, Licensor shall not condition any of Licensee's rights and remedies, or Licensor's obligations under this MSLA or any other agreement related to the Software (including any agreement related to maintenance or support of the Software), on Licensee accepting or installing any Enhancements or additional functionality provided by Licensor. Licensee, however, acknowledges that if Licensee chooses not to install the most current release of the Software, the level of technical support may diminish over time. Licensee may not use the Software or Documentation (a) to create a commercial offering or product directly or indirectly competing with an offering or product from Licensor, or (b) for the benefit of any person or entity where such use may result in the creation of a commercial offering or product directly or indirectly competitive with an offering or product from Licensor. Licensee will provide information regarding the hardware configuration on which the Software is installed to EIS as necessary to enable EIS to provide Licensee with any necessary Software authorization codes. Software

usage shall be limited to the license scope restrictions described herein. Licensee may use the Documentation solely in support of its authorized and licensed usage of the Software.

3.4. *Delivery and Installation.* To the extent Software is mailed or shipped to Licensee, Licensor shall bear all freight, shipping, handling and insurance costs for delivery of the Software and shall bear all risk of loss with respect to the Software, including any losses resulting from any damage to or destruction of the Software, in whole or in part, which may occur prior to Licensee's delivery of written notice of Acceptance to Licensor with respect to the Software.

3.5. *Additional Fees for Governmental Entities where purchase made by Centralized Administrative Agency.* To the extent that Licensor deploys into production licenses for other Governmental Entities in a manner not contemplated by the original Purchasing Instrument, additional licensing fees may apply as documented in a written Amendment to the original Purchasing Instrument, which fees will be consistent with EIS's standard pricing policies.

4. **Related Hosting Services.**

4.1. *Hosting Services.* Subject to the terms, conditions, and limitations of Section 6 (Payment), in connection with any Software licensed hereunder, Licensee may also purchase, and Licensor shall provide, as identified and set forth in applicable Purchasing Instrument, related Hosting Services. Such related Hosting Services shall be governed by and subject to the terms and conditions of Attachment A (Hosting Terms and Conditions).

4.2. *Service Levels.* Any related Hosting Services shall be subject to and governed by EIS's standard service level agreement(s) defining the level of service, laying out the metrics by which that service is measured, and identifying the remedies or penalties, if any, should the agreed-on service levels not be achieved ("SLA"). Notwithstanding the foregoing or anything in this MSLA to the contrary, to the extent of any conflict or inconsistency between this MSLA and any SLA, the terms and conditions of this MSLA shall prevail.

5. **Technical Support.** Licensor will provide Software and related system-specific technical support as identified in the GSA Contract or as otherwise agreed to in an applicable Purchasing Instrument.

6. **Payment.**

6.1. *Generally.* Except as otherwise specifically set forth herein, Section E (Compensation) of the Services Contract shall govern and apply to the payment for any Software, Software maintenance, and related Hosting Services purchased hereunder, including but not limited to terms and conditions related to pricing, timing of payments, prepayment, invoicing, interest, withholding payments, offsets, administrative fees, and other similar terms. For purposes of applying the terms and conditions of the Services Contract, a Purchasing Instrument, regardless of how captioned, shall be considered a "Statement of Work" thereunder. For the purposes of clarification, Licensor will invoice, in full, for Software, Software maintenance, and/or Hosting Services fees upon receipt or execution, as applicable, of a mutually agreeable Purchasing Instrument which Purchasing Instrument identifies the requirement for pre-payment.

6.2. *Related Hosting Services.* Iowa Code section 8B.24(5)(b)(2) provides, in relevant part, "[t]he office may enter into an agreement for the purchase of information technology if . . . [t]he contract price [is] no less favorable than the contractor's current federal supply contract price" The price for Software licenses is specifically identified on the GSA

Price List, and Licensees may only pay, and Licensor is only entitled to, payment and fees that are consistent with and do not exceed the fees listed under the applicable GSA Schedule. In this respect, all Software is purchased at prices "no less favorable" than the contractor's current federal supply contract price. In contrast, pricing for Hosting Services is not specifically identified on the GSA Price List. However, Licensor is able to, and does, resell related Hosting Services by the following two (2) methods. The following terms and conditions applicable to each method are intended to ensure that purchases of any related Hosting Services are at prices "no less favorable" than the contractor's current federal supply contract price in accordance with applicable law.

- 6.2.1. *Included in the Cost of the License.* In some cases, related Hosting Services are included as part of the license fee for the applicable Software at the GSA Price List rate or lower. This method does not require additional due diligence because the price paid is equal to or less than the price identified on the GSA Price List, meaning at prices "no less favorable" than the contractor's current federal supply contract price.
- 6.2.2. *Open Market Items.* Pursuant to applicable Federal Acquisition Regulations, federal agencies ordering off of a GSA Schedule may purchase "Open Market Items" not listed on the applicable price list under certain circumstances. If related Hosting Services are not included in the Cost of the License under Section 6.2.1, above, individual Licensees will need to additionally document that any related Hosting Services are purchased at prices "no less favorable" than the contractor's current federal supply contract price. In the case of related Hosting Services purchased as a related "Open Market Item," Licensor shall:
 - 6.2.2.1. Clearly identify the related Hosting Services as an "Open Market Item" on the applicable Purchasing Instrument; and
 - 6.2.2.2. Be responsible for providing the Licensee with supporting documentation demonstrating that the price for the related Hosting Services is fair and reasonable, including but not limited to documentation demonstrating that Licensee has sold similar Hosting Services in terms of nature, duration, and scope to federal, state, or local government agencies at the same or comparable prices.
- 6.3. *Full release.* Licensor is a reseller of SAS Software and related Hosting Services. Licensee's obligations to pay any fees due for such Software and related Hosting Services shall be fully satisfied upon payment to Licensor, and shall constitute a full release and discharge of Licensee as it relates to any obligations or liabilities related to payment for the Software and related Hosting Services, and Licensee shall be in no way responsible for any failure of said Licensor to pay SAS any fees due or owed SAS by Licensor. The agreed amount when paid to Licensor shall be deemed a fully paid-up license fee, and Licensee shall not be required to pay any additional license fees, expenses, costs, charges or other amounts in connection with this MSLA and the rights granted hereunder unless it desires to purchase Software maintenance or continue the Hosting Services beyond the initial period.

7. Representations and Warranties.

- 7.1. Licensor represents and warrants that: (i) the Software and the media on which it is installed, including any hosting environment on which the Software or Enhancements are installed when a Licensee purchases related Hosting Services, shall be free of software

viruses when received by Licensee; (ii) that each commercially available release of the Software shall substantially conform to and operate in accordance with its Documentation and any applicable Specifications including any updates thereto. In the event of a breach of these warranties, Licensor, at its option, shall at Licensor's expense: a) repair; b) replace or c) terminate the Software license and refund the fees paid for the Software at issue during the then-current license, hosting, or maintenance period.

- 7.2. Licensor represents and warrants that: (i) it is an authorized reseller of SAS Software and related Hosting Services; (ii) Licensor has received all rights, permits, permissions, licenses and authority necessary to provide all Software and related Hosting Services to Licensee hereunder and to grant and convey the benefits, licenses and other rights granted or conveyed to Licensee or any Users, Authorized Contractors, or other Governmental Entities hereunder without violating any rights of any Third Party, including SAS; and (iii) Licensee shall peacefully and quietly use Software without suit, disruption or interruption, including by SAS; provided that Licensee pays the required fees and only utilizes the software and Hosting Services within the scope of its license.
- 7.3. Licensor represents and warrants that: (i) the Software and any related Hosting Services; (ii) Licensee's (and any Governmental Entity's) use of the Software and any related Hosting Services in accordance with the terms of this MSLA; and (iii) Licensee's (and any Governmental Entity's) exercise of the rights, licenses and benefits granted or conveyed hereunder, do not and will not misappropriate a trade secret or infringe upon any copyright, patent, trademark, trade dress or other intellectual property right, or proprietary right of any Third Party, including SAS's. Provided Licensee uses the Software consistent with the terms and conditions of the MSLA and complies with this section, SAS will indemnify Licensee, as described below, with respect to any claim made against Licensee for: (a) copyright, patent, trade secret or other intellectual property rights violation relating to the Software; or (b) bodily injury, death or damage to tangible property, excluding loss of or damage to software or data, arising solely from actions for which SAS is legally responsible. As it relates to any claims in (a), Licensee, in defending itself, will cooperate with Licensor in defending Licensor's intellectual property rights in any Software or related Hosting Services related to such claims brought against the Licensor; provided, however, Licensor shall not request Licensee admit liability or fault in any related action, interfere with any defenses uniquely available to the Licensee, such as those related sovereign immunity, or interfere with the Licensee in any attempts to settle such claims made against the Licensee. SAS shall indemnify Licensee by paying for the costs and attorneys' fees Licensee incurs at SAS' direction and any judgment finally awarded against Licensee If such claim in (a) above is made or, in SAS' opinion, is likely to be made, then SAS, at its option, may: (1) modify the Software and any related Hosting Services; (2) obtain rights for Licensee to continue using the Software and any related Hosting Services; or (3) terminate the license for the Software and any related Hosting Services at issue and refund the then-current annual license fee paid for such Software and any related Hosting Services, but in no event shall termination relieve SAS from its obligation to indemnify Licensee as set forth herein. Licensee agrees to abide by SAS' decision and, if appropriate, install a different version of the Software and any related Hosting Services or stop using the Software and any related Hosting Services. This indemnification obligation does not apply to the extent: (i) a claim is based on Licensee's combination of the Software with other software, or modification to the Software; or (ii) as of the date the claim arose, Licensee had not installed the latest version of, or update to, the Software as instructed by SAS prior to such date.

- 7.4. Other than the product authorization code, which enables the Software to operate, Licensor represents and warrants that all Software and Enhancements do not and shall not as delivered or provided by Licensor contain an anti-use device, a disabling device, lockup program, ransomware, a so-called "time bomb" or "drop dead" device, or computer programming routine that will disable the Software or damage, impair or impede, lock-up, alter, halt, abnormally end, surreptitiously intercept, expropriate or interfere with state systems or Customer Data. In the event of a breach of this warranty, Licensee may terminate its license to the Software and receive a refund of fees paid in advance for the Software for the applicable license period.
- 7.5. Licensor represents, warrants and covenants that it shall materially comply with all applicable federal, state, local and international laws, rules, regulations, codes, orders and ordinances ("Applicable Laws") in connection with its performance of this MSLA. Provided, however, that any noncompliance with Applicable Laws that does not materially affect the license of the Software under this MSLA or result in any fine or other action against Licensee shall not be deemed a breach of this representation and warranty. In the event of a breach of the warranty in this Section, Licensor, at its option, shall: (a) restructure or modify the Software license in order to comply with Applicable Laws; or (b) terminate the Software license and refund the then-current fees paid for the Software at issue. In addition to and notwithstanding the foregoing, Licensor shall comply with applicable laws prohibiting discriminatory employment practices or related to equal opportunity in employment or affirmative action under federal or state law, rules, regulations, or orders, including rules of the Iowa Department of Administrative Services and the Iowa Civil Rights Commission. Upon the State's written request, Licensor 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. Failure or Licensor to fulfill any requirement related to discriminatory employment practices or related to equal opportunity in employment or affirmative action under this Section shall be regarded as a material breach of this MSLA, OCIO may cancel, terminate, or suspend, in whole or in part, this MSLA and applicable Licensee's may cancel, terminate, or suspend any Purchasing Instruments executed hereunder. In addition, OCIO or its designee may declare Licensor ineligible for future State contracts in accordance with authorized procedures Licensor may be subject to other sanctions as provided by law or rule.
- 7.6. Prior to accepting any Purchasing Instrument, Licensor will conduct a review to ensure that it has no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance of its obligations under the Purchasing Instrument.
- 7.7. In order to assist the State in its efforts to comply with the requirements of Section 508 of the Rehabilitation Act of 1973, as amended, Licensor has made available Voluntary Product Accessibility Templates (VPATs) concerning the degree to which the Software licensed pursuant to this MSLA supports the Section 508 Accessibility Standards. Licensee may request at any time (via email to accessibility@sas.com), and Licensor will provide, the current VPATs with respect to any software product licensed hereunder. Notwithstanding anything else herein to the contrary, Licensor's sole obligation with regard to any terms of this contract relating to accessibility, including this Section 7.8, are to provide (i) the aforementioned VPATs and (ii) warranty coverage (as if the VPATs provided hereunder are part of the software Documentation) pursuant to Licensor's software warranty set forth in Section 7.1.

- 7.8. The Software may be provided with certain free and open source software ("FOSS") identified in the Documentation and/or applicable supplement. Licensee's right to use such FOSS shall be governed by the applicable FOSS license agreement instead of the terms of this MSLA.
- 7.9. Licensor represents and warrants that all Documentation will accurately reflect the operation of the Software and any hosting environment on which the Software or Enhancements are installed when a Licensee purchases related Hosting Services to which the Documentation pertains and will enable the Licensee to use, modify and maintain the Software fully and completely. In the event of a breach of this warranty, SAS, at its option, shall: (a) repair the Software; (b) replace the Software; or (c) terminate the Software license and refund the fees paid for the Software at issue during the then-current annual license period.
- 7.10. Licensor's warranties provided in this Section are in addition to and not in lieu of any other applicable warranties provided in the Services Contract. All warranties provided for in this MSLA shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect.
- 7.11. **LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSOR DOES NOT WARRANT OR REPRESENT THAT LICENSEE'S USE OF THE SOFTWARE WILL RESULT IN CUSTOMER'S COMPLIANCE, FULFILLMENT OR CONFORMITY WITH THE LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY.**

8. Termination.

- 8.1. *Termination by Licensee for Cause.* OCIO or Licensor may terminate this MSLA, or Licensee or Licensor may terminate an applicable Purchasing Instrument, upon written notice for the breach by the other party of any material term, condition or provision of this MSLA, if such breach is not cured within thirty (30) days of the breaching party's receipt of the non-breaching party's written notice. OCIO's or Licensee's right to terminate this MSLA or an applicable Purchasing Instrument shall be in addition to and not exclusive of other remedies available to OCIO or Licensee, as applicable.
- 8.2. *Termination by Licensee for Reasons Other Than Cause.* OCIO may terminate this MSLA, or Licensee or Licensor may terminate an applicable Purchasing Instrument, for any of the reasons OCIO may terminate the Services Contract, or a Licensee may terminate an applicable Statement of Work under the Services Contract upon providing any applicable written notice expressly required to be provided pursuant to the Services Contract. For purposes of this Section 8.2, all references in the Services Contract to the terms "State," "Department," "Governmental Entity," "Agency," "Agreement," "Deliverables," "Vendor," "Contractor," or other like terms shall be deemed to include and additionally refer to the terms "Licensee," "MSLA," "Software," "Hosting Services," and "Licensor," as applicable and as used herein. OCIO's or Licensee's right to terminate this MSLA or an applicable Purchasing Instrument for any of the reasons provided herein shall survive termination of the Services Contract. No refund of prepaid fees shall be made for a termination without cause.

- 8.3. *Termination by Licensor for Cause.* Contractor may terminate the MSLA immediately for any violation by Agency or a Licensee of its or its licensors intellectual property rights under applicable law. Other than as set forth in the preceding sentence, Licensor may not terminate this MSLA or any Purchasing Instrument executed hereunder Addendum, in whole or in part, or revoke any license or other rights granted hereunder if Licensee's failure to pay any portion or all of the license fee or other amounts arises from or relates to Licensee's withholding or retention of such amounts in accordance with this MSLA or the Services Contract. Upon termination of a Purchasing Instrument by Licensor in accordance with this Section 8.3, Licensee will return the Software to Licensor or will certify in writing to Licensor that it has destroyed all copies of the Software. Except as expressly provided in this Section 8.3, Licensor shall not be entitled to terminate a Purchasing Instrument, in whole or in part, or revoke any license and other rights granted herein.
- 8.4. *Limitation of the Licensee's Payment Obligations.* In no event shall Licensee be required to pay any amounts other than those expressly required by this MSLA. Neither the applicable Licensee nor OCIO shall not be liable, under any circumstances and regardless of termination of this MSLA, for any of the following:
- 8.4.1. The payment of unemployment compensation to Licensor's employees;
 - 8.4.2. The payment of workers' compensation claims, which occur during the MSLA or extend beyond the date on which the MSLA terminates;
 - 8.4.3. Any costs incurred by Licensor in its performance of the MSLA, including, but not limited to, startup costs, overhead or other costs associated with the performance of the MSLA;
 - 8.4.4. Except for a violation of intellectual property rights under applicable law, any damages or other amounts for or relating to the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this MSLA or any agreement with Third Parties;
 - 8.4.5. Any taxes Licensor may owe in connection with the performance of this MSLA, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.
9. **Indemnification.**
- 9.1. *Indemnification.* Provided the State complies with this Section, Licensor will indemnify and hold harmless the State and any applicable Governmental Entity and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Party(ies)"), from any costs and attorneys' fees the State incurs and any judgment finally awarded against the State with respect to any third party claims made against the Indemnified Parties for:
- a. copyright, patent, trade secret or other intellectual property rights violations relating to the Software and related Hosting Services (provided the applicable Licensees use the Software and related Hosting Services consistent with the applicable Documentation);
 - b. bodily injury, death or damage to tangible property for which Licensor is legally responsible, including intentional or willful misconduct, but excluding loss of or damage to software or data; provided such obligation shall apply only to the extent caused by Licensor or its, agents, or other third parties working on Licensor's behalf;

- c. any intentional or wrongful act or omission of Licensor or any agent utilized or employed by Licensor;
- d. any failure by Licensor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by Licensor to conduct business in the State of Iowa.

If such claim in (a) above is made or, in Licensor's opinion, is likely to be made, then Licensor, at its option, may: (1) modify the Software and related Hosting Services; (2) obtain rights for the Licensee to continue using the Software and related Hosting Services consistent with the rights granted hereunder; or (3) should options (1) or (2) not be possible at reasonable expense, terminate the license for the applicable Software and related Hosting Services at issue and refund the fees paid for Software and related Hosting Services for the applicable period at issue, but in no event will termination relieve Licensor from its obligation to indemnify and hold harmless the State or applicable Licensee as set forth herein (1-3 above shall be collectively referred to herein as "Fixes"). To the extent consistent with the framework established above, Licensee agrees to abide by Licensor's decision and, if appropriate, install a different version of the Software or stop using the Hosting Services; provided, however, that Licensor shall further indemnify and hold harmless the Licensee to the extent any Fix does not fully resolve the issues and the License incurs additional costs related to any claim under (a). This indemnification obligation does not apply to the extent a claim is based on: (i) a Licensee's combination of the Software with unauthorized software or materials as specified in writing by Licensor or (ii) any other modification made to Software by the Licensee, its Authorized Contractors or its representatives. As it relates to any claims in (a), the State, in defending itself, will cooperate with Licensor in defending Licensor's intellectual property rights in any Software or related Hosting Services related to such claims brought against the State; provided, however, Licensor shall not request the State admit liability or fault in any related action, interfere with any defenses uniquely available to the State, such as those related sovereign immunity, or interfere with the State in any attempts to settle such claims made against the State.

- 9.2. *Survives Termination.* Licensor's duties and obligations under this section shall survive the termination of this MSLA or applicable Purchasing Instrument and shall apply to all acts or omissions taken or made in connection with the performance of this MSLA regardless of the date any potential claim is made or discovered by the State, any Licensee, or an Indemnified Party.

10. **Contract Administration.**

- 10.1. **Independent Contractor.** The status of Licensor shall be that of an independent contractor. Licensor, its employees, agents and any subcontractors performing under this MSLA are not employees or agents of the State or any Governmental Entity simply by virtue of work performed or Software or serviced provided pursuant to this MSLA. Neither the Licensor nor its employees shall be considered employees of the State or any Governmental Entity for federal or state tax purposes simply by virtue of work performed or Software or service provided pursuant to this MSLA. No Governmental Entity will withhold taxes on behalf of Licensor (unless required by law).
- 10.2. **Non-Exclusive Rights.** This MSLA is not exclusive. Licensees reserve the right to select other entities to provide Software, related Hosting Services, and other related services similar or identical to those available under this MSLA.

- 10.3. **Amendments.** This Contract may be amended in writing from time to time by mutual consent of the Parties.
- 10.4. **Third Party Beneficiaries.** There are no third-party beneficiaries to this MSLA. This MSLA is intended only to benefit the Licensees purchasing Software and related Hosting Services or other services hereunder and Licensor.
- 10.5. **Use of Third Parties.** Licensor may contract with third parties for the performance of any of the Licensor's obligations under this MSLA. Licensor shall notify Licensees in writing of all subcontracts relating to Software, related Hosting Services, and other related services to be provided under MSLA prior to the time the subcontract becomes effective. Licensees consent to EIS's use of SAS as a subcontractor for the provisioning of Hosting Services or other related services provided in connection with Software licensed hereunder. Licensees reserve the right to review and approve all subcontractors. Notwithstanding any subcontract or other agreement, Licensor remains responsible for all Software, related Hosting Services, and other related services provided under this MSLA. Licensor shall oversee each subcontractor's compliance with such requirements and shall be fully and financially responsible to Licensees for any failure of a subcontractor to meet such requirements. All restrictions, obligations and responsibilities of the Licensor under this MSLA shall also apply to the subcontractors and the Licensor shall include in all of its subcontracts a clause that so states. Licensees shall have the right to request the removal of a subcontractor from the MSLA for good cause. Licensee's consent to any subcontract or subcontractor shall not be deemed in any way to provide for the incurrence of any additional obligation of the State of Iowa or any Licensee, whether financial or otherwise. Any subcontract that a Licensee has consented to shall be in writing and shall in no way alter the terms and conditions of this MSLA. Licensor is solely liable for any and all payments that may be due to a subcontractor pursuant to any subcontract. In addition, no Licensee is responsible for any failure of any subcontractor to pay any amounts that may be due to Licensor and Licensor may not refuse to perform its obligations under this MSLA for any such failure. If Licensor fails, neglects or refuses to pay promptly, as due, any claim for labor or services furnished to Licensor or any subcontractor by any person in connection with the Software, related Hosting Service, or other related service provided under this MSLA, the State of Iowa may (but is not obligated to) pay such claim and charge the amount of the payment against funds due or to become due Licensor under this MSLA. The payment of a claim in the manner authorized in this paragraph shall not relieve Licensor or its surety from any obligation with respect to any unpaid claims. Any action of a subcontractor that if done by Licensor would constitute a breach of this Licensor shall be deemed a breach by Licensor and have the same legal effect.
- 10.6. **Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this MSLA without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this MSLA shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to any Licensee, including the State of Iowa or any division thereof.

- 10.7. **Assignment and Delegation.** Licensor may not assign, transfer or convey in whole or in part this MSLA without the prior written consent of State of Iowa. For the purpose of construing this clause, a transfer of a controlling interest in the Licensor shall be considered an assignment. The Licensor may not delegate any of its obligations or duties under this MSLA without the prior written consent of the applicable Licensee. The Licensor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Licensor under this MSLA.
- 10.8. **Integration.** This MSLA represents the entire agreement between the Parties. The Parties shall not rely on any representation that may have been made which is not included in this MSLA. In addition, no Licensee shall be bound by any "shrink-wrap" agreement, "click-wrap" agreement, "browser-wrap" agreement, or "sneakwrap" agreement, or any other similar agreement that may accompany, relate to, or be embedded in any Software or related Hosting Services.
- 10.9. **Headings or Captions.** The paragraph headings or captions used in this MSLA are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 10.10. **Not a Joint Venture.** Nothing in this MSLA shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the Parties hereto. Each Party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No Party, unless otherwise specifically provided for herein, has the authority to enter into any MSLA or create an obligation or liability on behalf of, in the name of, or binding upon another party to this MSLA.
- 10.11. **Joint and Several Liability.** If Licensor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this MSLA, and for any default of activities and obligations.
- 10.12. **Supersedes Former Contracts or Agreements.** This MSLA supersedes all prior contracts or agreements between the State of Iowa and Licensor for Software, related Hosting Services, and other related services to be provided in connection with this MSLA.
- 10.13. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the applicable Licensee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the MSLA shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 10.14. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Services Contract on behalf of the Party at the address identified in the Contract Declarations & Execution Page(s) at the address specified on the forms. Each such notice shall be deemed to have been provided:
- 10.14.1. At the time it is actually received; or
- 10.14.2. Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or

- 10.14.3. Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.
- 10.15. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in this MSLA shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed either Party by law and shall in no way affect or impair the right of any Party to pursue any other equitable or legal remedy to which any Party may be entitled.
- 10.16. **Severability.** If any provision of this MSLA is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this MSLA.
- 10.17. **Authorization.** Licensor represents and warrants that:
- 10.17.1. It has the right, power and authority to enter into and perform its obligations under this MSLA.
- 10.17.2. It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this MSLA, and this MSLA constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 10.18. **Successors in Interest.** All the terms, provisions, and conditions of the MSLA shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.
- 10.19. **Records Retention and Access.** The Licensor shall maintain accurate, current, and complete records of the financial activity of this MSLA which sufficiently and properly document and calculate all charges billed to Licensees throughout the term of this MSLA and for a period of at least five (5) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Licensor shall permit the OCIO, the Auditor of the State or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Licensor relating to orders, invoices or payments or any other documentation or materials pertaining to this MSLA, wherever such records may be located. The Licensor shall not impose a charge for audit or examination of the Licensor's books and records.
- 10.20. **Ancillary Agreements from Use of Federal Funds.** In the event a Governmental Entity expends federal funds in connection with this MSLA, Licensor shall execute any mutually agreeable ancillary agreements which may contain additional requirements necessary for the Licensee to expend federal funds hereunder.

- 10.21. **Qualifications of Staff.** Licensor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors, or anyone acting for or on behalf of Licensor, are properly licensed, certified or accredited as required under applicable state law and the Iowa Administrative Code. Licensor shall provide standards individuals who are not otherwise licensed, certified or accredited under state law or the Iowa Administrative Code.
- 10.22. **Solicitation.** Licensor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this MSLA upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.
- 10.23. **Obligations beyond Contract Term.** This MSLA shall remain in full force and effect until terminated pursuant to the Services Contract. All obligations and transition duties of the Governmental Entities making purchases hereunder and the Licensor incurred or existing under this MSLA as of the date of expiration or termination will survive the termination or expiration of this MSLA.
- 10.24. **Counterparts.** The parties agree that this MSLA has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 10.25. **Suspensions and Debarment.** The Licensor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this MSLA by any federal department or federal governmental entity. Licensor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.
- 10.26. **Conflict of Interest.** Licensor represents, warrants, and covenants that no relationship exists or will exist during the term between Licensor and any Governmental Entity that is a conflict of interest. No employee, officer, or agent of Licensor or Licensor subcontractors shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to this MSLA. If a conflict of interest is proven to OCIO, OCIO may terminate this MSLA, and Licensor shall be liable for any excess costs to OCIO or any Governmental Entity as a result of the conflict of interest, subject to the limitation of liability herein. Licensor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. Licensor shall report any potential, real, or apparent conflict of interest to OCIO.
- 10.27. **Certification regarding sales and use tax.** By executing this MSLA, Licensor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). Licensor also acknowledges that OCIO may declare the MSLA void if the above certification is false. Licensor also understands that fraudulent certification may result in a Licensee or its representative filing for damages for breach of contract.

- 10.28. **Right to Address the Board of Directors or Other Managing Entity.** OCIO reserves the right to address Licensor's board of directors or other managing entity of the licensor regarding performance, expenditures and any other issue as appropriate. OCIO determines appropriateness.
- 10.29. **Repayment Obligation.** In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, Licensor shall be liable to Licensee for the full amount of any claim disallowed and for all related penalties incurred, subject to the limitation of liability herein, to the extent applicable. The requirements of this paragraph shall apply to Licensor as well as any subcontractors.
- 10.30. **Further Assurances and Corrective Instruments.** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such amendments hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this MSLA or any Purchasing Instrument.
- 10.31. **Reporting Requirements.** If this MSLA permits other Governmental Entities, State agencies, and/or political subdivisions to make purchases off of the MSLA, Licensor shall keep a record of the purchases made pursuant to the MSLA and shall submit a report to OCIO on a quarterly basis. The report shall identify all of the Governmental Entities, State agencies, and political subdivisions making purchases off of this MSLA and the quantities purchased pursuant to the MSLA during the reporting period.
- 10.32. **Immunity from Liability.** The parties agree that by entering into this MSLA, Licensee has in no way waived its sovereign immunity or other governmental immunity.
- 10.33. **Public Records.** The laws of the State of Iowa require procurement records to be made public unless otherwise provided by law.
- 10.34. **Use of Name.** Licensor agrees it will not use any Governmental Entity's name or likeness, including but not limited to any Governmental Entity trademarks or logos, in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Governmental Entity.
- 10.35. **Taxes.** The State of Iowa is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Licensor's employee's wages. The State of Iowa is exempt from State and local sales and use taxes on the Software. Upon request the State of Iowa Tax Exempt Letter will be provided to Licensor.
- 10.36. **No Minimums Guaranteed.** The MSLA does not guarantee any minimum level of purchases or any minimum amount of compensation.
- 10.37. **Additional Terms.** Notwithstanding any provisions appearing in any Purchasing Instrument executed hereunder or any related EULA, SLA, or any third-party terms and conditions (such as a "FOSS") ("**Subordinate Document**"), none of the following types of provisions in such documents shall have any effect on or be enforceable against any Licensee or any of its employees, officers, board members, agents, representatives, officials, or other like individuals, and shall be void. These provisions include any provision:
- 10.37.1. Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Licensee, or its employees, officers, board

- members, agents, representatives, officials, or other like individuals if the Subordinate Document is terminated before its ordinary period;
- 10.37.2. That identifies or implies that any specifically identified remedy is not cumulative or is the "sole and exclusive" remedy for a breach of the corresponding section or provision;
- 10.37.3. That limits or attempts to limits Licensor's or any Third Party's liability in a manner not permitted by, prohibited by, or inconsistent with Iowa law;
- 10.37.4. Requiring any Licensee to maintain any type of insurance either for the benefit of the Licensee's or the Licensor's benefit;
- 10.37.5. Granting the Licensor a security interest in the property of any Licensee or any of their employees, officers, board members, agents, representatives, officials, or other like individuals;
- 10.37.6. Limiting or adding to the time period within which claims can be made or actions can be brought against any Licensor where applicable law, rule, regulation or order establishes a specific time period;
- 10.37.7. Limiting or purporting to govern the selection and approval of counsel or approval of any settlement with respect to any claims in which a Licensee or any of its employees, officers, board members, agents, representatives, officials, or other like individuals is named as a party;
- 10.37.8. Obligating any Licensee, or any of their employees, officers, board members, agents, representatives, officials, or other like individuals to pay costs of collection or attorney's fees;
- 10.37.9. Requiring any Licensee or any of their employees, officers, board members, agents, representatives, officials, or other like individuals to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury;
- 10.37.10. Bestowing any right or incurring any obligation that is beyond the duly granted authority of any Licensee to bestow or incur;
- 10.37.11. Establishing a presumption of severe or irreparable harm to the Licensor by the actions or inactions of the Licensee;
- 10.37.12. That fail to comply with all applicable federal, state, and local laws, regulations, ordinances, and orders;
- 10.37.13. Requiring any Licensee to waive any immunity available to it by law;
- 10.37.14. Requiring that any Licensee, which is generally tax exempt, be responsible for payment of any taxes, duties, or penalties;
- 10.37.15. Obligating any Licensee beyond any properly approved, appropriated, or allocated funding;
- 10.37.16. Permitting unilateral modification of the terms and conditions of this Subordinate Document or the Licensor's standard contract documents or terms and conditions;
- 10.37.17. Requiring or stating that the terms of the Licensor's standard contract documents or terms and conditions shall supersede or prevail over the terms of this MSLA or the Services Contract;

- 10.37.18. Requiring any Licensee to accept any update, upgrade, or Enhancement or condition the receipt of any update, upgrade, or Enhancement on the receipt of additional payment;
- 10.37.19. Granting the Licensor, any subcontractor, or Third Party the right to audit or examine the books, records, or accounts of the Licensee other than as may be required by law.

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

STATE OF IOWA, acting by and through the
Office of the Chief Information Officer

Executive Information Systems, LLC

By: Annette M. Dunn

By: [Signature]

Name: Annette M. Dunn

Name: Jonathan Ward

Title: Director, CIO

Title: Contracts Manager

Date: 12-9-19

Date: 12/03/2019

Attachment A
Hosting Terms

1. **Purpose.** In addition to the terms and conditions set forth in Section Q (Additional Information Technology Terms and Conditions) of the Services Contract, this Attachment specifically governs the provision of related Hosting Services purchased in connection with any Software. Hosting Services generally means infrastructure services, including processing, storage, networks and other fundamental computing resources, by which Licensee is able to deploy and run Software provided hereunder and store and process related Customer Data, including but not limited to operating systems and applications. Licensees do not manage or control the underlying infrastructure, but have control over operating systems, storage, and deployed Software and applications and possibly limited control of select networking components (e.g., host firewalls). To the extent a Purchasing Instrument explicitly identifies the procurement of Hosting Services, this Attachment applies.
2. **Supplemental Definitions.** Unless otherwise defined herein, capitalized terms used but not defined herein shall have the meaning ascribed to them in the MSLA and Services Contract. In addition, for purposes of this Attachment, the following terms have the following meaning:
 - 2.1. For purposes of these Hosting Terms, "Licensor" shall be referred to as "Vendor."
 - 2.2. For purposes of these Hosting Terms, "Licensee" shall be referred to as "the applicable Governmental Entity" purchasing the related Hosting Services.
 - 2.3. "Vendor Contractor(s)" means any of Vendor's authorized subcontractors, affiliates, subsidiaries, or any other Third Party acting on behalf of or at the direction of Vendor, directly or indirectly, in performing or providing Hosting Services.
 - 2.4. "Vendor Personnel" means employees, agents, independent contractors, or any other staff or personnel acting on behalf of or at the direction of Vendor or any Vendor Contractor performing or providing Hosting Services.
3. **Security/Privacy, Business Continuity, and Disaster Recovery.**
 - 3.1. Data Ownership. All Customer Data shall be and remain the sole and exclusive property of the applicable Governmental Entity.
 - 3.2. Vendor's access to and use of Customer Data. Vendor, Vendor Contractors, and Vendor Personnel shall not use any Customer Data for any purpose other than fulfilling Vendor's express obligations and duties under the MSLA, Services Contract, or applicable Purchasing Instrument in accordance with the terms and conditions set forth therein, these Hosting Terms, and any applicable laws, rules, and regulations.
 - 3.3. Data Protection. Vendor, Vendor Contractors, and Vendor Personnel shall safeguard the confidentiality, integrity, and availability of Customer Data. In so doing, Vendor, Vendor Contractors, and Vendor Personnel shall comply with the following:
 - 3.3.1. 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 ISO27001:2013), and not less stringent than the measures Vendor, Vendor Contractors, and Vendor 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 Vendor or Vendor Contractors by the applicable Governmental Entity.

3.3.2. 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, Vendor, Vendor Contractors, and Vendor Personnel are responsible for encryption of Customer Data in their possession. Additionally, Vendor 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.

3.3.3. Storage, processing, transmission, or retention of Customer Data at rest and all backups shall occur solely in the continental United States of America. Vendor shall not allow Vendor Personnel to access, store, process, or retain Customer Data on any portable devices, including personal computers, tablets, or cell phones, except to the extent such devices are used and permanently stored or backed up at all times only in the continental United States of America.

3.3.4. Vendor may permit Vendor Personnel to access Customer Data remotely only as required to provide technical support. Vendor may not provide technical user support on a 24/7 basis using a Follow the Sun model.

3.4. Hosting Terms.

3.4.1. *Compliance/Audits.*

3.4.1.1. Compliance. Annually throughout the term, Vendor shall obtain and provide OCIO, upon request, at no additional cost:

3.4.1.1.1. An ISO/IEC 27001:2005 certification;

3.4.1.1.2. Attestation of completion of an independent, Third-Party assessment of application scans using the Open Web Application Security Project (OWASP) Top Ten List;

3.4.1.1.3. Attestation of the completion of a penetration test conducted by an independent, Third-Party;

3.4.1.1.4. A copy of Vendor's annual SOC 2 type 2 report (for all Trust Services Principles); and

3.4.1.1.5. A Vendor produced remediation plan resulting from applicable items of the SOC 2 type II report and the ISO /IEC 27001:2005 certification.

3.4.2. *Ongoing Security Testing.* Vendor will periodically test its systems for potential areas where security could be breached. During the term, to the extent Vendor engages a Third-Party auditor to perform an SSAE 16 of Vendor's operations, information security program, and/or disaster recovery/business continuity plan, Vendor shall promptly furnish a copy of the test report or audit report to OCIO or its Authorized Contractors. In addition, Vendor shall disclose its non-proprietary security policies and processes via provision of the GHUSPS/IT Security Governance Manual 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, Vendor shall disclose its security processes with respect to virus checking and port sniffing to OCIO.

- 3.4.3. *Security Audit by OCIO.* During the term, OCIO or its Authorized Contractor(s) may perform security audits/scans of Vendor's environment, following a mutually agreed upon scope and timing plan. Vendor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits as mutually agreed within mutually agreed upon and reasonable timeframes.
- 3.4.4. *Access to Security Logs and Reports.* Vendor shall provide security logs and reports to OCIO or its Authorized Contractors in a mutually agreeable format during an onsite audit. Such reports shall include content that is mutually agreed.
- 3.4.5. *Backup and Recovery.* Vendor is responsible for maintaining a backup of Customer Data and shall maintain a contemporaneous backup of Customer Data. Additionally, Vendor 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 otherwise due or owed by any applicable Governmental Entity.
- 3.4.6. *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 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 Hosting Services and in such formats as may be mutually acceptable to the Governmental Entity and EIS, without interference from Vendor, Vendor Contractors, or Vendor Personnel. In the event a Governmental Entity is unable to successfully import or export Customer Data in whole or in part, Vendor shall assist the Governmental Entity as scoped in advance and mutually agreed at no charge to the Governmental Entity. As it relates to the export of such data and information, Vendor 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 mutually agreed.
- 3.4.7. *Retention/Return/Destruction of Customer Data.* Upon termination or expiration of any applicable Purchasing Instrument, Vendor may be required to promptly return or destroy, at the applicable Governmental Entity's sole option, all Customer Data, and provide a written statement to the applicable Governmental Entity certifying that all Customer Data under or in Vendor's, Vendor Contractor's, or Vendor 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 Vendor 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. Vendor agrees that in connection with any termination or expiration of the Hosting Services, Vendor 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 the Hosting Services, 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 or Work

Product previously supplied by Vendor, return or destroy, at Vendor's option, all of Vendor's Confidential Information.

3.5. Personnel Safeguards.

3.5.1. *Background Checks.*

3.5.1.1. Floor. Vendor shall conduct nationwide criminal background checks on Vendor Personnel and shall not utilize any such personnel in the performance of the Hosting Services 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.

3.5.1.2. Additional Screening. Governmental Entities reserve 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, 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. 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 Governmental Entities, including OCIO. Such background checks may be conducted by the applicable Governmental Entity or its Authorized Contractor.

3.5.1.3. Vendor shall be responsible for payment of all costs associated with any and all background checks to which Vendor Personnel are subjected, regardless of whether such background checks are conducted by Vendor or a Governmental Entity or its Authorized Contractor.

3.5.1.4. Any Additional Screening shall be set forth in the Purchasing Instrument.

3.5.2. *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 Vendor Personnel, the Governmental Entity may request the replacement of such Vendor Personnel ("**Replacement Request**"). The Replacement Request shall be in writing and upon receipt of the request, Vendor 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 Vendor Personnel pose a potential security risk and notifies Vendor of such security risk in its Replacement Request, Vendor shall immediately remove such individual; any replacement furnished by Vendor in connection with such a request may not perform or provide Hosting Services to the applicable Governmental Entity unless and until the applicable Governmental Entity gives its consent to Vendor's use of such replacement. Vendor shall notify OCIO immediately upon receiving a Replacement Request from another Governmental Entity and promptly provide a copy of such Replacement Request to OCIO.

3.5.3. *Security Awareness Training.* Vendor shall promote and maintain an awareness of the importance of securing Customer Data among Vendor Personnel.

3.5.4. *Separation of Job Duties.* Vendor shall diligently monitor and enforce separation of job duties, require all Vendor Contractors to execute non-disclosure agreements, and limit access to and knowledge of Customer Property to those Vendor Personnel to which such

access and knowledge is absolutely necessary to provide the Hosting Services pursuant to the MSLA, Services Contract, or applicable Purchasing Instrument. Vendor Personnel shall be subject to Vendor's policies of non-disclosure.

- 3.5.5. *Non-disclosure/Confidentiality Agreements.* Vendor 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.

3.6. Security Breaches.

- 3.6.1. *Reporting.* Vendor or Vendor Contractors will report to the applicable Governmental Entity and OCIO within twenty-four (24) hours of Vendor's or Vendor Contractor's discovery of any actual or suspected Security Breach. For purposes of this Section 3.6, a suspected Security Breach shall not include routine unsuccessful security incidents such as pings on a firewall, port scans, or denial-of-service attacks that do not result in the unauthorized access, use, disclosure, modification, or destruction of information or systems operations in an electronic information system. 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 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.

- 3.6.2. *Investigations in Response to Actual or Suspected Security Breach.* Vendor and Vendor Contractors agree, at their sole expense, to take all steps necessary to promptly remedy any actual Security Breach and to fully cooperate with the applicable Governmental Entity and OCIO in resolving and mitigating any damage from such actual Security Breach at Vendor's sole cost to the extent such actual Security Breach is caused by the action or inaction of Vendor, Vendor Contractors, or Vendor Personnel. At no additional cost to the applicable Governmental Entity or the State of Iowa, Vendor and Vendor Contractor 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, Vendor and Vendor Contractor will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to such actual Security Breach in accordance with industry standard practices. Vendor and Vendor Contractor 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. Vendor agrees that it will not notify any regulatory authority relating to any actual or suspected Security Breach unless the applicable Governmental Entity specifically requests Vendor do so in writing.

- 3.6.3. *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, Vendor and Vendor Contractors shall fully cooperate with the applicable Governmental Entity and OCIO in fully rectifying/responding to such Security Breach, as mutually agreed. Notwithstanding any provision in these Hosting Terms, the MSLA, Services Contract, or applicable Purchasing Instrument, Vendor, to the extent such actual

Security Breach is caused by the action or inaction of Vendor, Vendor Contractors, or Vendor Personnel, 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, in whole or in part, by any action or inaction of Vendor, Vendor Contractors, or Vendor 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. Vendor will reimburse or pay to the applicable Governmental Entity all such expenses, fees, damages, and all other amounts within a mutually agreed timeframe of the date of any written demand or request delivered to Vendor.

3.7. Business Continuity/Disaster Recovery.

3.7.1. *Creation, Maintenance and Testing.* Vendor and Vendor Contractors shall maintain a Business Continuity and GHUSPS Business Resumption Plan for related Services provided hereunder ("**Plan**"), and implement such plan in the event of any unplanned interruption of Services. Vendor or Vendor Contractors shall provide Governmental Entities upon request, with a copy of Vendor's or Vendor Contractor's current Plan, revision history, and any reports or summaries relating to past testing of the Plan. Vendor and Vendor Contractors shall actively test, review, and update the Plan on at least an annual basis using American Institute of Certified Public Accountants standards and ISO 33201 and 27001. Vendor and Vendor Contractors 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 the provisioning of any Hosting Services, Vendor and Vendor Contractors shall maintain disaster avoidance procedures designed to safeguard Customer Data and the accessibility and availability of the Hosting Services.

3.7.2. *Activation of Plan.* Vendor and Vendor Contractors shall immediately notify any adversely affected Governmental Entities and OCIO of any disaster or other event in which the Plan is activated. Without limiting Vendor's obligations under the MSLA, Services Contract, or applicable Purchasing Instrument, whenever a disaster causes Vendor or Vendor Contractors to allocate limited resources between or among Vendor's or Vendor Contractor's customers, Governmental Entities procuring Hosting Services hereunder shall receive at least the same treatment as comparable Vendor or Vendor Contractor's customers with respect to such limited resources. The provisions of any force majeure clause in the Agreement shall not limit Vendor's obligations under this Section.

3.8. Ancillary Agreements and Non-Disclosure Agreements. Vendor or Vendor Contractors 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**")

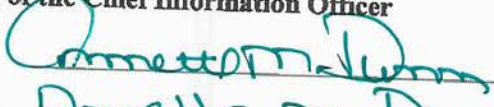
Security MSLA, or any other non-disclosure or confidentiality agreements in connection with the Hosting Services or any related agreement deemed necessary by the applicable Governmental Entity ("**Ancillary Agreement(s)**").

3.9. **Transition Assistance.** Vendor agrees that in connection with any termination or expiration of the Services Contract or as applicable a Purchasing Instrument as it relates to any Hosting Services, Vendor will continue to perform such Hosting Services as the applicable Governmental Entity may request for a transition period up to 365 days from the effective date of such termination or expiration as long as Contractor is paid for the time associated with the transition period. As part of any such request, the applicable Governmental Entity will inform Vendor of the number of days during which the Vendor will continue to provide such Hosting Services, and perform transition and other related services under this Section (the "**Transition Period**"). During the Transition Period, Vendor 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 Vendor 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**"). Vendor 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 effect a smooth and timely transition and to ensure there is no interruption of any services, information, or transactions facilitated by the Hosting Services. Vendor 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 Hosting, migration all Customer Data or information, and transfer of Vendor's responsibilities under the applicable Purchasing Instrument. Vendor will perform all transition services on an commercially reasonable basis, as determined by the applicable Governmental Entity. During the Transition Period, the applicable Governmental Entity agrees to pay to Vendor any fees to which Vendor would be entitled under the Purchasing Instrument for Hosting Services or related license fees performed or provided during such period; provided the MSLA, Services Contract, or applicable Purchasing Instrument was not terminated due to Vendor's breach, or for reasons related to the non-appropriation of funds, and Vendor continues to be in full compliance with all terms, conditions, provisions and requirements of the MSLA, Services Contract, or applicable Purchasing Instrument and these Hosting Terms. In the event a Governmental Entity's request for transition assistance does not require Vendor to continue providing all of the Hosting Services or related licenses previously being provided, the parties shall negotiate in good faith an equitable adjustment in the fees which are otherwise payable to Vendor for such Hosting Services and related licenses the State requests the Vendor to provide.

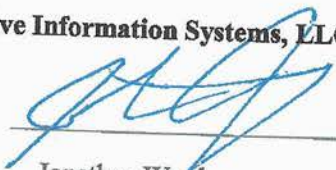
3.10. Vendor shall include the terms and conditions in this Attachment in all of its contracts, subcontracts, or other agreements with Vendor Contractors.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Attachment A, which is effective as of the last date of signature hereto.

STATE OF IOWA, acting by and through the
Office of the Chief Information Officer

By: 
Name: Annette M. Dunn

Executive Information Systems, LLC

By: 
Name: Jonathan Ward

Title: Director, CIO

Date: 12-9-19

Title: Contracts Manager

Date: 12/03/2019