Department of Management

State of Iowa IT Master Agreement

Contract Declaration and Execution (CD&E)

1. Agreement – General Information and Term	
Agreement #	2026-BUS-7746
Title of Agreement ("Agreement")	OPEX Document Management, Mail, and Election Equipment with Related Services
Cooperative or Public Entity	Equalis Group
Underlying Agreement #	COG-2179B
Underlying Agreement Website	https://equalisgroup.org/opex-corporation/
Start Date	As of the last signature below ("Effective Date")
Initial Term End Date	June 30, 2030
Number of Annual Renewals	1
Term: This Agreement will remain coterminous with the Underlying Agreement unless terminated sooner in accordance with the terms set forth herein.	
Use by Other Entities: This Agreement may be used by any entity authorized to purchase under this Agreement.	

2. Vendor Information			
Vendor:	**OPEX Corporation**		
Sales Contact:	Meredith Matchinsky	MMatchinsky@opex.com 856-727-1100	
Contract Manager:	Winnie Chow	WChow@opex.com	
Addresses:	**Main Address:** 305 Commerce Drive Moorestown, NJ 08057	**Billing Address:** 305 Commerce Drive Moorestown, NJ 08057	**Notice Address:** Attn: Legal Dept. 305 Commerce Drive Moorestown, NJ 08057
SAM Unique Entity Identifier: TPUHSANK6X84	**Iowa Secretary of State Business Number:** 226989	**Incorporated under the laws of:** NJ	**Security Framework - Attachment B:** N/A

3. Agency Information		
Issuer:	**Iowa Department of Management ("DOM")**	
Contract Manager:	IT Contracts	itcontracts@dom.iowa.gov

Addresses:	**Contact and Billing Address:** Department of Management Attn: Business Services 200 E. Grand Avenue, Ste.100 Des Moines, IA 50309 E: ITContracts@dom.iowa.gov	**Main and Formal Notice Address:** Department of Management Attn: Office of General Counsel 1007 E Grand Ave G13 Des Moines, IA 50319 email: domlegalnotices@iowa.gov

4. Master Agreement Summary

OPEX is the sole source manufacturer of the commercial off the shelf OPEX products, which are manufactured and/or assembled at OPEX's world headquarters in Moorestown, NJ (Made in the USA), with the exception of the Velo™ scanner, which is manufactured to order, quality-checked by InoTec and shipped directly from Datawin's facility in Germany. Below please find the general product description:

OPEX Falcon® scanner series with RED (FalconV+ or Falcon+ scanner integrated with the Model 72 (RED))

OPEX Falcon+ scanner

OPEX FalconV+ scanner

CertainScan Software

Model 72 Rapid Extraction Desk (RED)

OPEXGemini™

OPEX OMATION® Series 306™ Envelopener®

OPEX OMATION® Series 210™ Envelopener®

OPEX OMATION® Series 410™ Envelopener®

OPEX Mail Matrix

OPEX Velo™

Installation and Standard Operator Training

OPEX's Maintenance Service Program

https://www.opex.com/

5. Documents Incorporated/Order of Precedence

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

5.1. Ancillary agreements unique to a Purchasing Entity making purchases hereunder that specifically address state, local, or federal regulatory or compliance concerns and which may be incorporated via a Purchasing Instrument;

5.2. The following documents are incorporated by reference solely to establish their potential applicability and order of precedence. These documents shall apply to the extent expressly designated as applicable in a Purchasing Instrument executed hereunder. Inclusion of a reference in this section shall not, in itself, impose an obligation on Vendor unless and until such obligation is expressly incorporated into a Purchasing Instrument.

- 5.2.1. The IT Business Associate Agreement ("BAA"), which may be updated from time to time to conform with applicable federal laws, a current version of which is available at: https://dom.iowa.gov/media/222;
- 5.2.2. The IRS Publication 1075 Exhibit 7, which may be updated from time to time to conform with applicable laws, a current version of which is available at: Publication 1075 (Rev. 11-2021) ;
- 5.2.3. The Federal Certifications, which may be updated from time to time to conform to applicable federal law, a current version of which is available at https://dom.iowa.gov/media/377;
- 5.2.4. Iowa Code chapter 8F.

5.3. The terms of any Purchasing Instruments executed hereunder;

5.4. General Terms and Conditions (Attachments A and B);

5.5. The Underlying Agreement;

5.6. The Solicitation;

5.7. The Proposal.

6. Signatures	
IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused their respective duly authorized representatives to execute this Agreement, which is effective as of the Effective Date.	
Vendor	**State of Iowa**
OPEX Corporation	**The Department of Management**
Authorized signature: Winnie Chow	**Authorized signature:** Kraig Paulsen
Date: 7/17/2026 | 5:40 PM CDT	**Date:** 7/24/2026 | 11:07 AM CDT
Printed Name: Winnie Chow	**Printed Name:** Kraig Paulsen
Title: Director, Legal Affairs - Incoming & Scanning	**Title:** Director, Department of Management
Address: 305 Commerce Drive Moorestown, NJ 08057	**Address:** 1007 E. Grand Ave. G13 Des Moines, Iowa 50309
Email: WChow@opex.com	**Email:** ITContracts@dom.iowa.gov

Attachment A

General Terms and Conditions

The parties may be referred to herein individually as a **"Party"** or collectively as the **"Parties."** The Parties agree to the following:

1. **Overview.**

   1.1. Reserved.

   1.2. Relationship between this Agreement and Individual Purchasing Instruments. Each Purchasing Instrument executed hereunder shall be deemed, upon its execution, to incorporate the terms and conditions of this Agreement and shall constitute a separate, distinct, and independent Agreement between Vendor and the applicable Purchasing Entity. To the extent a Purchasing Entity other than DOM makes a purchase hereunder pursuant to a Purchasing Instrument executed by it, such Purchasing Entity shall be solely responsible for any payments due, duties, and obligations otherwise owed Vendor under the separate Purchasing Instrument. In addition, notwithstanding any other provision of this Agreement to the contrary, DOM bears no obligation or liability for any other Purchasing Entity's losses, liabilities, or obligations, including Vendor's failure to perform, arising out of or relating in any way to this Agreement. Likewise, the State of Iowa generally bears no obligation or liability for any political subdivision or other non-State Entity's losses, liabilities, or obligations, including the Vendor's failure to perform, arising out of or relating in any way to this Agreement.

   1.3. Incorporation of the Underlying Agreement.

      1.3.1. Governmental entities making purchases hereunder shall be afforded all of the rights, privileges, warranties, and indemnifications afforded by the Underlying Agreement, and such rights, privileges, warranties, and indemnifications shall accrue and apply with equal effect to governmental entities making purchases hereunder. Except as otherwise provided herein or in a Purchasing Instrument, Vendor shall perform all duties, responsibilities, and obligations required under the Underlying Agreement in the time and manner specified thereunder. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the Underlying Agreement, such conflict or inconsistency shall be resolved as stated on the CD&E.

      1.3.2. Any references in the Underlying Agreement to the governmental entity or its governmental units, or to rights and privileges granted to such governmental units, shall be interpreted to mean the State of Iowa and its equivalent governmental entities for the purposes of this Agreement. Similarly, any references to the governmental entity statutes, regulations, case law, or other legal authorities shall be construed as references to the corresponding Iowa legal authorities addressing substantially similar subject matter.

2. **Definitions.** In addition to any other terms that may be defined elsewhere in this Agreement, the following terms shall have the following meanings:

   2.1. **"Acceptance"** means the Purchasing Entity has determined a portion of the Deliverables satisfies its Acceptance Tests. **"Final Acceptance"** means the Purchasing Entity has determined all Deliverables satisfy the Purchasing Entity's Acceptance Tests. **"Non-**

acceptance" means the Purchasing Entity has determined that a portion of or all of the Deliverables have not satisfied the Purchasing Entity's Acceptance Tests.

2.2. **"Acceptance Criteria"** means the Specifications, goals, performance measures or standards, testing results, requirements, technical standards, representations, or other criteria designated by the Purchasing Entity and against which Acceptance Tests are conducted, including any of the foregoing stated or expressed in this Agreement, a Purchasing Instrument, the Solicitation, the Proposal, any Documentation, and any applicable state, federal, foreign, and local laws, rules, and regulations.

2.3. **"Acceptance Tests"** or **"Acceptance Testing"** means the tests, reviews, and other activities that are performed by or on behalf of the Purchasing Entity to determine whether any or all Deliverables meet Acceptance Criteria or otherwise satisfy the Purchasing Entity, as determined by the Purchasing Entity in its sole discretion.

2.4. **"AI"** or **"Artificial Intelligence"** means a machine-based system that is designed to autonomously or semi-autonomously generate or materially modify content, code, recommendations, or decisions that can influence physical or virtual environments. For purposes of this Agreement, AI does not include incidental or embedded software features whose primary purpose is to assist with routine tasks (such as spell-check, grammar suggestions, or basic data sorting) and which do not independently generate or materially modify Deliverables under this Agreement. As of July 1, 2026, Vendor does not use AI in any of its products or services.

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

2.6. **"Confidential Information"** means, subject to any applicable federal, state, or local laws and regulations, including Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party (**"Disclosing Party"**) to the other Party (**"Receiving Party"**) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was previously and rightfully in the possession of the Receiving Party from a source other than the Disclosing Party; (ii) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (iii) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (iv) is in the public domain; (v) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; (vi) is disclosed or is required or authorized to be disclosed in compliance with applicable law; or (vii) is disclosed by the Receiving Party with the written consent of the Disclosing Party. Notwithstanding the foregoing, all trade secrets, shall be kept confidential as long as they remain trade secrets under Iowa Code Chapter 550. Regardless of trade secrets, Vendor's proprietary software interface specifications will be kept confidential immediately.

2.7. **"Customer Data"** means all information, data (including de-identified and aggregated data), materials, or documents (including Confidential Information and Personal Data) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from the Purchasing Entity, the State of Iowa, or users, directly or indirectly, including from any Authorized Contractors of any of the foregoing, related to this

Agreement in any way whatsoever, regardless of form, including all information, data, materials, or documents accessed, used, or developed by Vendor in connection with any Customer-Owned Deliverables provided hereunder and all originals and copies of any of the foregoing.

2.8. **"Customer Property"** means any property, whether tangible or intangible, of or belonging to the Purchasing Entity, including Customer Data and Customer-Owned Deliverables, software, hardware, programs, or other property possessed, owned, or otherwise controlled, maintained, or licensed by the Purchasing Entity, including third party software or Third-Party Intellectual Property. As of July 1, 2026, Vendor does not create any "Customer-Owed Deliverables" as identified in this section.

2.9. **"Customer-Owned Deliverables"** means any Deliverables specifically created or developed by Vendor at the direction of the Purchasing Entity pursuant to a Purchasing Instrument, including all associated intellectual property rights, such as copyrights, patents, trade secrets, trademarks, Source Code, and related Documentation, but excluding Vendor Materials. As of July 1, 2026, Vendor does not create any "Customer-Owed Deliverables" as identified in this section.

2.10. **"Deficiency"** means a defect, flaw, error, bug, failure, omission, interruption of service, or other problem of any nature whatsoever related to a Deliverable(s), including any failure of a Deliverable(s) to conform to or meet an applicable Specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable(s).

2.11. **"Deliverables"** means all of the services, goods, software, work, work product, items, materials, and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or otherwise made available through, Vendor, directly or indirectly, in connection with this Agreement. As of July 1, 2026, Vendor does not provide, create, or develop any customized work product, and provides only commercial off the shelf items, materials, and/or services.

2.12. **"Documentation"** means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, code, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation, and materials discovered, created, or developed by Vendor hereunder or otherwise related to or used in conjunction with any Deliverables in any medium, including hard copy, electronic, digital, and magnetically, or optically encoded media. As of July 1, 2026, does not provide database layouts, code, or test materials to any customer.

2.13. **"DOM"** means the State of Iowa Department of Management and, unless the context clearly indicates otherwise, any independent contractors, consultants, or other third parties (including other governmental entities) who are retained, hired, or utilized by DOM in furtherance of this Agreement.

2.14. **"Personal Data"** means any information relating to an identified or identifiable person, including, but not limited to, Social Security or other government-issued identification numbers, federal or state tax information, "Personal Information" as defined in Iowa Code 715C, account security information, financial account information, credit/debit/gift or other payment card information, account passwords, intellectual property, document identification number, and sensitive or personal data (or equivalent terminology) as defined under any applicable law regarding privacy, data protection, information security obligations, or the Processing of Personal Data. As of July 1, 2026, Vendor will not require the ability to view, access (local or remote), gather, exchange, receive, store, transmit, retain or process any covered information, including personal information in order for Vendor to sell its products and/or provide services. Furthermore, the process of how data is transferred once Iowa processes its mail and/or its documents using Vendor's manufactured products will be exclusively determined, controlled and/or managed by the Purchasing Entity.

2.15. **"Process"** or **"Processing"** shall mean any operation or set of operations performed upon the Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination, and deletion of Personal Data. As of July 1, 2026, Vendor will not require the ability to view, access (local or remote), gather, exchange, receive, store, transmit, retain or process any covered information, including personal information in order for Vendor to sell its products and/or provide services. Furthermore, the process of how data is transferred once Iowa processes its mail and/or its documents using Vendor's manufactured products will be exclusively determined, controlled and/or managed by the Purchasing Entity.

2.16. **"Proposal"** means the Vendor's response to the Solicitation.

2.17. **"Purchasing Entity"** means the governmental entity that signs a Purchasing Instrument and, unless the context clearly indicates otherwise, any independent contractors, consultants, or other third parties who are retained, hired, or utilized by the Purchasing Entity in furtherance of the Purchasing Instrument or this Agreement.

2.18. **"Purchasing Instrument"** means an individual transactional document, sales proposal(s), or pricing quote(s), executed hereunder for the purchase of Deliverable(s) pursuant to this Agreement between Vendor and the Purchasing Entity, regardless of form, and which identifies the specific Deliverable(s) to be purchased and any Acceptance Criteria or Specifications related thereto.

2.19. **"Source Code"** means the human-readable source code, source program, scripts, in any language or form, for or related to any software. Source Code includes all source code listings, instructions (including compile instructions), programmer's notes, commentary, and all related technical information and Documentation, including all such information and Documentation that is necessary or useful for purposes of maintaining, repairing, or making modifications, or updates, upgrades, bug fixes, patches, or additions to the Deliverable. As of July 1, 2026, Vendor does not create any Source Code that will be used only by DOM and/or the Purchasing Entity, Vendor will not provide any Source Code to DOM and/or the Purchasing Entity, unless created expressly for a Customer Owned Deliverable.

2.20. **"Specifications"** means any and all requirements, technical standards, performance standards, representations, warranties, and other criteria related to any Deliverables, described or stated in this Agreement (including any exhibit or Documentation attached to, or provided in connection with, this Agreement), any Purchasing Instrument(s), the Solicitation, the Proposal, and, solely to the extent not inconsistent with the foregoing, the Documentation.

2.21. **"Third Party Intellectual Property"** shall mean intellectual property, including third-party software, licensed, made, conceived, or developed by a third party and provided or used by or on behalf of the Purchasing Entity or Vendor.

2.22. **"Vendor"** means the entity identified on the CD&E including any employees, agents, independent contractors, or any other staff or personnel acting on behalf of or at the direction of Vendor, which personnel may alternatively be referred to as **"Vendor Personnel"**, and which includes any Vendor contractor performing or providing services or Deliverables under this Agreement.

2.23. **"Vendor Materials"** means all pre-existing materials, including, software, methodologies, tools, techniques, processes, and know-how owned by Vendor.

3. Services and Deliverables.

3.1. *Generally*. The Vendor will perform all work and provide all Deliverables in accordance with this Agreement, as well as any associated Purchasing Instrument.

3.2. *Purchasing Instruments.*

3.2.1. *Generally*. The Parties may execute individual Purchasing Instrument(s) identifying specific Deliverables to be provided hereunder. Once a Purchasing Instrument has been executed, the Vendor will carry out and complete the duties and responsibilities set forth in the applicable Purchasing Instrument in accordance with the terms of this Agreement as well as any additional or substitute terms provided in the specific Purchasing Instrument.

3.2.2. *Effect of Purchasing Instruments*. A Purchasing Entity executing a Purchasing Instrument pursuant to this Agreement may agree to additional terms and conditions in a Purchasing Instrument that are in conflict with or inconsistent with the terms and conditions of this Agreement. Such Purchasing Instrument terms apply only to the scope of work identified in the Purchasing Instrument and do not alter the agreed terms in this Agreement. Notwithstanding the foregoing, the following terms of this Agreement shall always control regardless of any contrary terms that may be in a Purchasing Instrument:

3.2.2.1. Information contained on the CD&E;
3.2.2.2. The definition of Confidential Information;
3.2.2.3. Set-off obligations under section 4.8;
3.2.2.4. Compliance with the Law under section 7.7;
3.2.2.5. No Conflicts obligations under section 7.8;
3.2.2.6. Termination provisions in section 9;
3.2.2.7. The General Provisions set forth in Section 11.

3.3. *Delivery*.

3.3.1. *Risk of Loss*. To the extent any Deliverable(s), including any hardware or equipment, are mailed or shipped, Vendor shall bear all insurance costs for the delivery and shall bear all risk of loss that may occur prior to the Purchasing Entity's Acceptance; however, the Purchasing Entity shall bear all freight, shipping, duties, or customs as quoted on the Purchasing Instrument, in the amount not to exceed the costs quoted on the Purchasing Instrument

3.3.2. *Documentation*. Vendor will, at no charge to the Purchasing Entity, provide to the Purchasing Entity all Documentation related to the Deliverable(s) unless otherwise agreed to by the Purchasing Entity in writing, that is not available for separate purchase.

3.3.3. *Reserved.*

4. Compensation and Additional Rights and Remedies.

4.1. Pricing/Compensation. The fees for the services and/or Deliverables provided by the Vendor shall be in accordance with the obligations of this Agreement and the applicable Purchasing Instrument.

4.2. No Additional Fees. Other than as permitted by Section 4.1 (Pricing/Compensation), 3.3.1 (Risk of Loss), or by Purchasing Instrument, the Purchasing Entity shall not be obligated to pay any other amounts to the Vendor, specifically including travel, lodging, and related expenses, unless expressly agreed to in writing. In no event shall the Purchasing Entity be responsible for payment of Vendor's performance costs incurred in connection with this Agreement, including but not limited to equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other operational and administrative costs and expenses. To the extent any Purchasing Instrument calls for reimbursement of travel, such travel charges may never exceed the amounts allowed under DAS-SAE travel policy, DAS-SAE Title 210. (available at: https://das.iowa.gov/state-employees/travel-and-relocation/210-travel). For vendors, travel reimbursement may not exceed the amounts that would be payable under DAS-SAE 210.245. (available at: https://das.iowa.gov/sites/default/files/acct_sae/sae_manual/210/210-245.pdf). In addition, in-state lodging reimbursement is limited to providers certified by the Iowa Department of Public Safety's Human Trafficking Prevention Training.

4.3. Satisfactory Performance. Unless otherwise stated in the Purchasing Instrument, Vendor is not entitled to payment for any Deliverable(s), provided under this Agreement or any Purchasing Instrument(s) if the (1) Vendor has not substantially complied with its published specifications and the equipment is not running in accordance with the operator manual, (2) Vendor is given notice in writing by Purchasing Entity and (3) Vendor has not remedied the issue within thirty (30) days (the "Cure Period"). If the above requirements are met, Purchasing Entity shall pay for services received by the Vendor on a pro rata basis. Notwithstanding the above, if the product has passed the acceptance test/criteria, then Vendor is obligated to receive payment for the purchase of the Vendor products.

4.4. Payment does not Imply Acceptance. Payment, including final payment, shall not be construed as acceptance of any services or Deliverables with Deficiencies or incomplete work, and Vendor shall remain responsible for compliance with its contractual obligations. Vendor's acceptance of the last payment from the Purchasing Entity shall operate as a release of any and all claims related to this Agreement concerning the Purchasing Entity's obligations under this Agreement.

4.5. Invoices. Upon receipt of notice of delivery of the Purchasing Entity's Deliverables, Vendor shall submit an invoice to the Purchasing Entity requesting payment of the fees or other compensation to which it is entitled pursuant to the applicable Purchasing Instrument, less any agreed upon Retained Amount(s) or other applicable offsets. The Purchasing Entity will verify Vendor's performance/provisioning of services or Deliverable(s) outlined in the invoice before making payment. The Purchasing Entity shall pay all approved invoices in arrears and, to the extent applicable, in conformance with Iowa Code section 8A.514 and corresponding implementing rules, regulations, and policies. The Purchasing Entity may pay in less than 60 days, but an election to pay in less than 60 days shall not, to the extent applicable, act as an implied waiver of Iowa

Code section 8A.514. Notwithstanding anything herein to the contrary, the Purchasing Entity shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if the Purchasing Entity believes the invoice is inaccurate or incorrect in any way. Vendor shall submit all invoices for payment to the Purchasing Entity, by August 1 for all services performed in the preceding state fiscal year (the State fiscal year ends June 30). If the Vendor seeks payment for end of state fiscal year claims submitted after August 1, the Vendor may submit the late claims, but the Purchasing Entity will only reimburse the claims if funding is available and the Purchasing Entity is legally authorized to make payment. If funding is not available after the end of the state fiscal year, the Vendor may submit the claim to the Iowa State Appeal Board for a final decision regarding reimbursement of the claim.

4.6. Reserved.

4.7. Erroneous Payments and Credits. The Vendor shall promptly pay or refund to the Purchasing Entity the full amount of any overpayment or erroneous payment within thirty(30) business days after either discovery by the Vendor or notification by the Purchasing Entity of the overpayment or erroneous payment. Vendor shall promptly review the overcharge and determine if the overcharge was made to Vendor. In the event Vendor and the State mutually determines that an overcharge was made to Vendor, Vendor shall make a single adjusting payment to the State within thirty (30) days, or Vendor, at its option, may offset any overcharges against any currently due or future payments due under this Agreement or the applicable Purchasing Instrument-only if the future payments would be due within the thirty (30) day window. If the Vendor fails to provide a timely refund pursuant to this obligation, a simple interest of one percent (1%) per month may be charged on the outstanding balance unless one percent (1%) exceeds the maximum amount allowed by applicable law, in which case interest shall accrue at the maximum rate allowed by law.

4.8. Set-off Against Sums Owed by Vendor. The State may offset payments owed Vendor under this Agreement by sums the Vendor owes the State or any of its subdivisions in any context. The Vendor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

4.9. Withholding Payments. In addition to pursuing any other remedy provided herein or by law, the Purchasing Entity may withhold compensation or payments to Vendor, in whole or in part, without penalty or legal liability to the Purchasing Entity or work stoppage by Vendor, in the event Vendor fails to perform pursuant to this Agreement, or fails to provide Deliverables that meet or conform to contractual obligations, pursuant to Section 4.3. No interest shall accrue or be paid to Vendor for withheld sums.

4.10. Correction/Cure.

4.10.1. Upon written notice of Deficiency in any Deliverable(s), the Vendor shall promptly correct the Deficiency and repair the affected Deliverable(s) and provide the Purchasing Entity with all relevant Documentation in accordance with terms as set forth in the applicable Documentation that was executed between Vendor and the Purchasing Entity.

4.10.2. The Purchasing Entity may correct any Deficiencies with respect to any Deliverable(s) or cure any Vendor breach under this Agreement without prejudice to any other remedy it may have if Vendor fails to correct such Deficiencies within the Cure Period, as required in this Agreement or if Vendor otherwise fails to perform pursuant to the Agreement. The Purchasing Entity may procure the

Deliverable(s) reasonably necessary to correct any Deficiencies or cure any Vendor breach within the Cure Period, in which event the Vendor shall reimburse the Purchasing Entity for the actual costs incurred in curing the issue. In addition, the Vendor shall cooperate with the Purchasing Entity or any third parties retained by the Purchasing Entity to cure such breach, including by allowing access to any of the Vendor's pertinent materials, work product, or intellectual property.

4.11. Repayment Obligation. In the event that any State of Iowa funds or federal funds are deferred or disallowed as a result of any audits, or found to have been expended in violation of the laws applicable to the expenditure of such funds, and where such findings are due in whole or in part to Vendor's action or omission, Vendor will be liable to the Purchasing Entity for the full amount of any claim disallowed (or the amount of funds expended in violation of such applicable laws) and for all related penalties incurred. If the State of Iowa or any federal agency concludes that Vendor has been paid for any cost that is unallowable, unallocable, or unreasonable under this Agreement, Vendor will be liable to the Purchasing Entity for such cost. Vendor shall pay to the Purchasing Entity all amounts for which the Vendor is liable under this section within thirty (30) business days of receiving the Purchasing Entity's written demand or written notice. The Purchasing Entity may withhold any payment under this Agreement if Vendor fails to timely make any payment required by this section. However, this provision will only apply after Vendor first has the chance to provide supporting Documentation that Vendor has fulfilled its obligations to the Deliverables as set forth in the Purchasing Instrument that was entered into by and between Vendor and the Purchasing Entity.

4.12. Taxes. Vendor shall be responsible for paying any taxes incurred by Vendor in the performance of this Agreement. The State of Iowa, DOM, and the Purchasing Entity are exempt from the payment of sales and other taxes. Upon request from Vendor, DOM and the Purchasing Entity shall provide a valid tax exemption certificate to Vendor.

5. Acceptance Tests and Project Management.

5.1. All Deliverables must undergo the Purchasing Entity's Acceptance Testing as described in this section. If alternative Acceptance Testing processes are described in a Purchasing Instrument(s), the process set forth in the Purchasing Instrument will prevail. After the Vendor completes work on a Deliverable, it must inform the Purchasing Entity that the Deliverable is ready for testing. If the Purchasing Entity requests assistance during testing, the Vendor will assist without levying additional fees or other amounts. The Purchasing Entity will then test the Deliverable(s) to verify that each Deliverable conforms to its Acceptance Criteria. It will then inform the Vendor of Acceptance or Non-Acceptance. If the Purchasing Entity determines Non-Acceptance, the Vendor has ten (10) days to correct the issues and submit the work again for retesting. If the Purchasing Entity again does not provide Acceptance, the Purchasing Entity may pursue any of the following remedies:

5.1.1. Require Vendor to correct and repair such Deliverable(s) within such period of time as the Purchasing Entity may specify in a written notice to the Vendor;

5.1.2. Refuse to accept such Deliverable(s) without penalty or legal liability and without any obligation to pay any fees or other amounts associated with such Deliverable(s), or receive a refund of any fees or amounts already paid with respect to such Deliverable(s);

5.1.3. Accept such Deliverable(s) on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the

Purchasing Entity's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable(s), or the costs likely to be incurred by the Purchasing Entity to correct such Deficiencies; or

5.1.4. Terminate the applicable Purchasing Instrument or seek any and all available remedies, including damages. Such termination may occur without prior notice or an opportunity to cure.

The Purchasing Entity's right to exercise the foregoing rights and remedies, including termination of the applicable Purchasing Instrument, shall remain in effect through notice of Final Acceptance of all Deliverables. The Vendor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable(s) shall not be construed as a waiver of any of the Purchasing Entity's rights to enforce the terms of this Agreement or require performance in the event Vendor breaches this Agreement or any Deficiency is later discovered with respect to such Deliverable(s).

5.2. <u>Project Management and Reporting</u>.

5.2.1. *Vendor or Project Manager.* To the extent that a project manager is called for in a Purchasing Instrument, the Vendor must obtain the Purchasing Entity's approval of a designated project manager. The project manager must have authority sufficient to ensure timely performance under the Purchasing Instrument and make binding decisions for the Vendor. Any written commitment by Vendor's project manager and persons designated by them in writing for this purpose, within the scope of this Agreement, shall be binding upon Vendor.

5.2.2. *Review Meetings.* Reserved.

5.2.3. *Reports.* Reserved.

5.2.4. *Problem Reporting Omissions.* Reserved.

5.2.5. *Vendor Performance Monitoring.*

5.2.5.1. DOM monitors performance through a Vendor scorecard program that collects data on Vendor performance under state contracts gathered through a formal feedback process. Feedback may address cost, delivery and support, flexibility, partnership, and security and compliance. Performance data may include the Vendor's effectiveness in meeting contract obligations, service level agreements, project management requirements, and risk management protocols.

5.2.5.2. Vendors have access to their scorecard results and the methodology by which they are calculated. Scorecards are typically issued annually during the term of the contract. DOM reserves the right to publicly post vendor scorecard results, except where a low score is anticipated, in which case the Vendor will be notified in advance and given the opportunity to appeal through DOM's established process for contested cases applicable to vendor appeals in the applicable Iowa Administrative Code.

5.2.5.3. Scorecard performance may be considered in relation to future State purchasing decisions.

5.3. **Accessibility Conformance Report.** For any Deliverable that includes information and communication technology, Vendor shall provide an Accessibility Conformance Report ("ACR") documenting conformance with the Accessibility Standards and the ACR also lists the requirements that are not in conformance with the Accessibility Standards. An ACR is based on the Voluntary Product Accessibility Template ("VPAT") developed to demonstrate conformance with Section 508 of the Rehabilitation Act. Vendor shall provide the ACR upon delivery of the applicable Deliverable and shall provide an updated ACR upon any material change to the Deliverable's user interface or accessibility-affecting functionality, at least annually during the Term and upon Agreement renewal. The above requirement covers all products listed in Section 4, Master Agreement Summary, with the exception of the Velo ™ product.

6. **Ownership and Intellectual Property.** The State of Iowa does not seek ownership of Vendor's pre-existing materials or independently developed tools, software, or know-how. However, where such materials are included in or required to use Deliverables, the State must receive license rights sufficient to use and disseminate the complete Deliverable for its internal, non-commercial purposes.

6.1. Ownership and Reservation of Rights in Pre-Existing Vendor Materials. Vendor shall retain ownership of all Vendor Materials that: (i) existed prior to the Effective Date of this Agreement; (ii) are independently developed by Vendor outside the scope of this Agreement; or (iii) are general purpose tools, utilities, or other standard functionality not created specifically for the Purchasing Entity. The Purchasing Entity makes no ownership claim to Vendor Materials. Notwithstanding the foregoing, Vendor may transfer ownership rights to pre-existing Vendor Materials where expressly agreed to in writing in a Purchasing Instrument.

6.2. Reserved.

6.3. Reserved.

6.4. Reserved.

6.5. Rights in Third Party Intellectual Property. For any Third Party Intellectual Property incorporated into Deliverables, Vendor shall secure for the Purchasing Entity license rights, unless otherwise agreed in writing by the Purchasing Entity.

6.6. Customer Property. Vendor may have access to Customer Property to the extent necessary to carry out its responsibilities under the Agreement and must comply with any and all the license terms, conditions, or restrictions applicable to any Customer Property.

7. **Representations, Warranties, and Covenants.**

7.1. Non-exclusivity. Unless expressly stated otherwise in a Purchasing Instrument, express remedies in this Section are not exclusive, and the Purchasing Entity preserves all rights to seek any and all remedies available to it under law both during and after expiration or termination of the Agreement or Purchasing Instrument.

7.2. Implied Warranties. Vendor warrants that all work required to be performed hereunder shall conform to the descriptions contained in this Agreement and will be performed in a professional manner according to generally accepted industry standards. THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.

7.3. Deliverables Free of Deficiencies. Unless stated otherwise in a Purchasing Instrument, the Vendor guarantees that the Deliverables will be free from material Deficiencies and errors and will meet all Acceptance Criteria and express performance criteria. If the Purchasing Entity identifies any material Deficiencies, the Vendor must fix or replace the defective components contained within affected Deliverables at its own expense during the warranty period as identified in the Purchasing Instrument. The Vendor will assist the Purchasing Entity, promptly report any known issues, and correct Deliverables, even if the Deliverable(s) have been previously accepted as long as the report is received by Vendor during the warranty period as identified in the Purchasing Instrument.

7.4. Quiet Enjoyment. Vendor represents and warrants that: (i) it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide Deliverables to the Purchasing Entity hereunder and to assign, grant, and convey the rights, benefits, licenses and other rights assigned, granted, or conveyed to the Purchasing Entity hereunder without violating any rights of any third party; (ii) it has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Purchasing Entity herein; and (iii) the Purchasing Entity shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.

7.5. Intellectual Property. The Vendor represents and warrants that the Deliverables and the Purchasing Entity's use of the Deliverables for their authorized use will not infringe on any United States, European Union and/or Canadian intellectual property rights of third parties. Vendor also ensures there are no known claims of infringement, violation, or misappropriation of intellectual property rights or trade secrets concerning Deliverables. If such claims arise, Vendor will, at its own expense: (i) secure the right or license for the Purchasing Entity to continue using the Deliverables; (ii) replace the problematic parts with an equivalent; (ii) modify or replace the affected portion with a non-infringing alternative; or (iv) provide a pro rata refund for fees paid by the Purchasing Entity for the affected Deliverables. As of July 1, 2026, Vendor confirms that there are no pending intellectual property infringement actions against Vendor for the equipment available for purchase under this Agreement.

7.6. Workmanlike Manner. Unless otherwise specified in the Purchasing Instrument, the Vendor represents, and warrants that all services to be provided under this Agreement or a Purchasing Instrument will be carried out in a workmanlike manner by qualified personnel, and the work must align with the terms of the Agreement and Purchasing Instrument as well as industry standards for similar tasks. In cases where no specification exists, the Parties agree to follow generally accepted industry standards. If, at no partial or total fault of Purchasing Entity, the Purchasing Entity identifies Vendor's services not meeting these standards in writing, after a Cure Period, the Vendor will re-perform them at no extra cost. In the Vendor's sole discretion, the Vendor will refund any fees paid by the Purchasing Entity for any services that were not satisfactorily provided and cannot otherwise be cured.

7.7. Compliance with Laws. The Vendor represents and warrants that the Vendor and Vendor-provided Deliverables will at all relevant times comply with all applicable State and federal laws, including, but not limited to, those relating to information and communication technology accessibility requirements, including applicable provisions of Section 508 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, each as amended, including any implementing regulations and successor standards applicable to public entities serving a population of 50,000 or more (collectively, "Accessibility Standards").

7.8. No Conflicts. Vendor represents, warrants, and covenants that no relationship exists or will exist during the Term of the Agreement between Vendor and the State or any of its divisions or entities that is or may constitute a conflict of interest or appearance of impropriety, or that would conflict in any manner or degree with the performance of its obligations under this Agreement. To the extent applicable, the provisions of Iowa Code Chapter 68B shall apply to this Agreement and any Purchasing Instruments executed hereunder, and Vendor shall not engage in or permit any third party to engage in any conduct that would violate that chapter.

7.9. Documentation. The Vendor represents and warrants that during the Term, the Documentation will accurately describe the functional and operational characteristics of any Deliverable and that the Documentation is detailed and complete such that it will allow a reasonably skilled operator to use and operate the Deliverables.

7.10. Reserved.

7.11. Compliance with Iowa Department of Management Policies. Vendor shall comply with all applicable policies issued by the Iowa Department of Management, as published at https://policies.iowa.gov and as may be amended from time to time. Vendor acknowledges that such policies are incorporated herein by reference to the extent applicable to Vendor's performance under this Agreement, but DOM acknowledges that the Generative Artificial Intelligence (AI) Policy published January 14, 2026, is not currently applicable to Vendor.

8. Indemnification & Limitations on Liability.

8.1. Indemnification Generally. Vendor shall indemnify and hold harmless DOM, the State of Iowa, the Purchasing Entity, and their employees, officers, or representatives ("Indemnitees") from and against any third-party claims, legal actions, judgments, penalties, fines, recoupments, or other costs, including costs of counsel, in any way to the extent caused by Vendor's negligence, breach, willful misconduct, or other fault of Vendor's performance or attempted performance under this Agreement. The Purchasing Entity shall have the right to participate in its own defense through a representative of the Iowa Department of Justice at its sole cost and expense. Settlement offers made on behalf of the applicable Purchasing Entity must be approved by the applicable Purchasing Entity.

8.2. Limitation of Liability. Unless otherwise stated in the Purchasing Instrument, or to the fullest extent permitted by law, in no event shall either party be liable to the other or any third party, whether in an action in negligence, contract or tort or based on a warranty or otherwise, for loss of profits, revenue, or loss or inaccuracy of data, or any indirect, incidental, punitive, special or consequential damages; provided, however, that this Section 8.1 shall not apply to, limit, or excuse any liability arising from: (a) the categories identified in Section 8.2.1(i) below, which shall remain uncapped; (b) any cybersecurity incident, security breach, or unauthorized access to or disclosure of State data, for which Vendor's liability shall not be limited or waived under this Section; or (c) any matter for which liability cannot be limited as a matter of applicable law.

Regarding a claim that is asserted pursuant to the terms set forth Section 8.1 above, Vendor shall remain responsible for, and shall pay, the portion of any damages, losses, judgments, settlements, or liabilities attributable to (i) intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, gross negligence, death, bodily injury, damage to real or personal property, intellectual property violations, breach of applicable laws, violations of confidential information obligations, liquidated damages as set forth in the applicable Purchasing Instrument; Vendor's indemnification obligations under this Agreement; cybersecurity incidents, security breaches, or unauthorized access to or disclosure of State data for which Vendor's liability for damages is uncapped; (ii) any material breach of the Deliverable's warranty obligations set forth in the applicable Purchasing Instrument, Vendor's cumulative and aggregate liability shall not exceed the total contract value under the applicable Purchasing Instrument, and (iii) any events not covered in this Section 8.2.1(i) or (ii) above, Vendor's cumulative and aggregate liability shall be in an amount not to exceed the greater of $1,500,000.00 or the total contract value under the applicable Purchasing Instrument.

For clarity, Vendor's responsibility for damages to such claims(s) will apply under the following circumstances: (x) Vendor and one or more Indemnitees are found to be jointly and severally liable to the third party or (y) where Vendor is determined to be solely liable. Such responsibility shall apply only to the extent such amounts are set forth in a written settlement approved by the State or finally awarded by a court of competent jurisdiction. For the avoidance of doubt, Vendor's liability with respect to such claim shall be limited solely to the portion of damages, losses, liabilities, judgments, or settlement amounts directly attributable to Vendor's acts, omissions, negligence, willful misconduct, or breach of this Agreement, as determined by a court of competent jurisdiction or agreed by the parties in a written settlement agreement, including any allocation based upon comparative fault, contribution, or other apportionment of liability. To the extent any Indemnitee is separately determined by final judgment or settlement to bear responsibility for a portion of the damages arising from the third party claim, such Indemnitee shall be responsible for directly paying the third party the portion of damages allocated to such Indemnitee(s), to the extent permitted by applicable law.

Nothing in this Agreement shall require Vendor to indemnify the Indemnitees for Indemnitees' sole and exclusive negligence, omission or willful misconduct, breach of this Agreement or any damage and/or loss caused solely by a third party. Vendor and Indemnitees agree that Vendor's indemnity obligations and damages of a third party claim, hereunder will be reduced to the extent by which any claim, liability, loss, damage, or expense results from the negligence or misconduct of any employee, servant, officials, client and/or agent of Indemnitees or the employees, servants, officials agents or subcontractors of another party, client and/or contractor or non-parties to this Agreement (other than Vendor's servants or employees).

The remedies expressly set forth herein constitute the sole and exclusive remedies available to the Indemnitees and/or the third party with respect to any claims, liabilities, losses, damages, or causes of action arising out of or relating to this Agreement, except to the extent remedies cannot be limited or excluded under applicable law.

8.3. Defense of Claim. In the event of any such claim set forth in 8.1 above, at the request of the Indemnitees, Vendor shall at its sole expense defend claims, suits or proceedings for which the Vendor has an indemnity obligation. Vendor will be reasonably notified of any such claims, suits or proceedings in writing, and shall have full and complete authority, information and assistance for the defense of such claim; provided, however, Vendor have no authority to enter into any settlement or compromise on behalf of the Indemnitees without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld and Indemnitees have the right to fully participate in the defense of such claim through its representative from the Iowa Department of Justice.

8.4. Infringement Claim Additional Remedy. If the Deliverables become or are likely to become the subject of a claim, Vendor shall, at its option, either:

8.4.1. (i)Immediately replace or modify the Deliverables, without loss of material functionality or performance, to make them non-infringing, or

8.4.2. (ii)Immediately procure for the Purchasing Entity the right to continue using the Deliverables; or

8.4.3. (i) and (ii) are not reasonably available, grant Indemnitees a depreciated refund pro-rata based upon a sixty (60) month life, measured from the original installation date of the Deliverables. THE RIGHTS STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

8.4.4. Any costs associated with implementing either of the above alternatives will be borne by the Vendor. Vendor shall not have any liability if the alleged infringement is based upon the use or sale of the Deliverable in combination with other products or devices not furnished by Vendor.

9. Termination.

9.1. Termination for Cause by the State. DOM may terminate this Agreement, and any Purchasing Entity may terminate a Purchasing Instrument(s) entered into under this Agreement, upon written notice of Vendor's breach of any material term of the Agreement or associated Purchasing Instrument, if the breach is not cured within the Cure Period. In addition, DOM may terminate this Agreement, or a Purchasing Entity may terminate an associated Purchasing Instrument without advance notice if:

9.1.1. Vendor makes false statements in connection with the Agreement,

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

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

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

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

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

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

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

9.2. Termination for Cause by Vendor. Vendor may only terminate an applicable Purchasing Instrument or this Agreement upon written notice of the Purchasing Entity's breach of any material term of this Agreement if the breach is not cured within sixty (60) days of the Purchasing Entity's receipt of Vendor's written notice.

9.3. Termination for Convenience. Following thirty (30) days' written notice, a Purchasing Entity may terminate a Purchasing Instrument in whole or in part without cause, only if a Purchasing Entity does so no later six weeks prior to expected delivery of the Deliverables or services. DOM may terminate this Agreement in whole or in part upon thirty (30) days' written notice without cause. If this Agreement is terminated (due to Vendor entering into a subsequent Underlying Agreement), then Purchasing Entity will still be responsible for paying for invoices that were generated under this Agreement, provided that they have received Deliverables from the Vendor.

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

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

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

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

9.5. Limitation of Payment Obligations. If DOM terminates this Agreement or a Purchasing Entity terminates a Purchasing Instrument for cause, DOM or the applicable Purchasing Entity, and the Vendor retains the right to contest amounts that remain unpaid as of the date of termination. In all other termination contexts, the Purchasing Entity will pay those amounts due for goods or services accepted by the Purchasing Entity for which the Purchasing Entity is obligated to pay up to the date of termination, to the extent that funds to make these payments are legally available. Payment is contingent upon the submission and acceptance of invoices for the sums due. Under no circumstances will the Purchasing Entity be liable for sums not expressly owed under the terms of the Agreement or a Purchasing Instrument.

9.6. Vendor's Termination or Expiration Duties. As it relates to this Agreement or any associated Purchasing Instrument, upon receipt of a notice of termination, upon expiration, or upon request of DOM or a Purchasing Entity, Vendor must:

9.6.1. cease work under the Agreement or Purchasing Instrument and take all appropriate actions to limit disbursements and minimize costs;

9.6.2. provide a report to the Purchasing Entity addressing the Purchasing Entity's information needs, including the status of all work performed under the Agreement;

9.6.3. Reserved.

9.6.4. Reserved.

9.6.5. return or refund any Purchasing Entity payments for goods or services not provided to the Purchasing Entity;

9.6.6. provide all Deliverables to the extent the Purchasing Entity has a property interest in the Deliverable.

9.6.7. Reserved.

10. Use of Artificial Intelligence.

10.1. As of July 1, 2026, Vendor does not use AI in any of its products or services.Advance Approval for AI Usage. Vendor shall obtain prior written approval from the Purchasing Entity before utilizing artificial intelligence (AI) technologies in the provision of services under this Agreement or Purchasing Instruments entered into pursuant to this Agreement. The Vendor shall clearly identify in writing the specific AI technologies to be employed, their intended functions, and their potential impact on service delivery.

10.2. Documentation of AI Utilization. In cases where computer code is generated, written, or modified using AI technologies, the Vendor shall ensure that the sections of code influenced by AI are thoroughly documented with appropriate comments indicating that they are the result of AI utilization. This Documentation shall be provided along with any Deliverables that include AI-derived code.

10.3. AI Training Data Usage. The Vendor shall not employ Customer Data or Confidential Data to train AI systems without obtaining prior written approval from the Purchasing Entity. The intended usage of such data for AI training must align with existing data usage rights, and the Vendor shall ensure that data privacy and security are maintained throughout the process.

10.4. Data Normalization to Prevent Discrimination. The Vendor shall include within a submitted Plan of Action and Milestones (POAM) a detailed outline of the measures to be taken for data normalization in AI training. This normalization process shall be designed to prevent algorithmic discrimination and ensure fair and equitable outcomes.

10.5. Evaluation of Third-Party AI Offerings. Should the Vendor intend to employ third-party AI offerings in the execution of this Agreement or Purchasing Instruments entered into pursuant to this Agreement, the Vendor must provide a comprehensive explanation of how such AI technologies have been trained to avoid algorithmic discrimination, safeguard data privacy, and ensure system safety and effectiveness. The Vendor shall also provide advanced notice and clarification to any individuals whose data might be used for future AI training.

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

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

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

11. General Provisions.

11.1. Immigration Status. The Vendor is responsible for ensuring compliance with all Visa requirements. The Purchasing Entity requires the Vendor to conduct E-Verify employment-eligibility verifications of Vendor personnel working under this Agreement at the Vendor's cost. The Vendor shall provide to the Purchasing Entity with the E-Verify results as directed. Vendor became an active participant in the E-Verify Program as of January 1, 2011 and has utilized the E-Verify Program for all newly hired employees beginning on January 1, 2011 and thereafter. Vendor used the paper form I-9 to verify employees' employment eligibility that were hired prior to January 1, 2011.

11.2. No Publicity. The Vendor is prohibited, both during the term of the Agreement and after the Agreement's termination or expiration, from publicizing this contractual arrangement relationship or in any way using, as applicable, DOM's or the Purchasing Entity's name, logo, or other identifying information without prior written consent.

11.3. Independent Contractor. The Vendor is an independent contractor performing services for a Purchasing Entity and shall not be considered an employee, partner, or agent of the Purchasing Entity. Vendor personnel are not employees of the State of Iowa simply by virtue of work performed under this Agreement. The Vendor is responsible for all taxes, licenses, insurance, and other obligations arising from their status as an independent contractor.

11.4. Amendments. This Agreement or any Purchasing Instrument may be amended from time to time by mutual written consent of the Parties. The Parties expressly agree that no amendments or modifications to this Agreement shall be affected through transactional documents. Notwithstanding the above, specific Purchasing Instruments may modify the terms of the Agreement as necessary to affect the Parties' intent with respect to such Purchasing Instrument. However, any such modifications shall be limited to the scope of the Purchasing Instrument.

11.5. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

11.6. Choice of Law and Forum. This Agreement shall be governed by the laws of the State of Iowa, without giving effect to the choice of law principles of Iowa law. Any litigation in connection with this Agreement shall be brought and maintained in the state or federal courts sitting in Polk County, Iowa.

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

11.8. Use of Third Parties. None of the Deliverables to be provided by Vendor pursuant to this Agreement shall be subcontracted or delegated to any third party without the prior written consent of a Purchasing Entity. Such consent shall not be deemed in any way to provide for the incurrence of any additional obligation of a Purchasing Entity, whether financial or otherwise. Any subcontract to which a Purchasing Entity has consented shall be in writing and shall in no way alter the terms and conditions of this Agreement. All subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that a Purchasing Entity may deem necessary.

11.9. Integration. This Agreement supersedes former agreements for the goods and/or services addressed in the Agreement and represents the entire agreement between the Parties. Neither Party is relying on any representation that may have been made that is not included in this Agreement. No click-through, or other end user terms and conditions or agreements required by the Vendor ("Additional Terms") that are not part of this Agreement provided with any Services hereunder shall be binding on DOM or the Purchasing Entity, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

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

11.11. Notices. Any legal notices required by the Agreement, or a Purchasing Instrument, shall be given in writing by registered or certified mail with proof of receipt, or overnight delivery, which shall be addressed to each party's Notice Address. To the extent a Purchasing Instrument is executed by a Purchasing Entity other than DOM, the Vendor shall additionally notice the Purchasing Entity at the billing address set forth on the applicable Purchasing Instrument. From time to time, the parties may change the name and address of a party designated in the Notice Address. Such changes shall be in writing to the other party. Notices shall be deemed to have been provided at the time it is actually received in the case of hand delivery; within one day in the case of overnight delivery; or within five days after it is deposited in the U.S. Mail.

11.12. Cumulative Rights. The various rights, powers, options, elections, and remedies of DOM or any Purchasing Entity provided for in this Agreement shall be construed as cumulative to the extent expressly permitted by applicable Iowa law.

11.13. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

11.14. Time is of the Essence. Reserved.

11.15. Authorization. The Vendor represents and warrants that it has the right, power, and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action to approve the execution, delivery, and performance of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of the Vendor, enforceable in accordance with its terms.

11.16. Successors in Interest. All terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, and legal representatives.

11.17. Records Retention and Access. The Vendor shall maintain records that sufficiently and properly document the Vendor's performance under this Agreement, including records that document all fees and other amounts charged during the Term of this Agreement, for a period of at least five years following the later of the date of final payment, termination, or expiration of this Agreement, or the completion of any audit. The Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the Purchasing Entity, and where federal funds are involved, any authorized representative of the United States government, at no charge, to access and examine, audit, excerpt, and transcribe any pertinent records of the Vendor, however stored, relating to the Vendor's performance under this Agreement. The Purchasing Entity will exert best efforts to notify Vendor fifteen (15) days prior to any such audit. The Vendor shall require Vendor contractors to agree to the same provisions as set forth in this subsection. Any such audit will be conducted in a manner designed to reasonably minimize disruption to Vendor's business operations.

11.18. Right of Inspection/Vendor Compliance. The Purchasing Entity may inspect the Vendor's books and records at reasonable times in order to monitor the performance of this Agreement or a Purchasing Instrument, including but not limited to any request that the Vendor provide a copy of its affirmative action program, containing goals and time specifications in accordance with Iowa Admin. Code ch. 11-121. All subcontracts shall contain provisions that allow the same. The Vendor shall promptly comply with and correct any deficiencies noted in any audit and promptly implement any recommendations requested by the Purchasing Entity. The Vendor shall not impose any charge or fee in connection with any such audit. The frequency of such audits shall occur no greater than once every twelve (12) consecutive month period, and Purchasing Entity will exert best efforts to provide Vendor fifteen (15) days notice prior to such audit. In the event the Purchasing Entity designates a third-party independent auditor or accounting firm to perform the audits as prescribed, then such third party will be required to sign a separate mutual confidentiality agreement with Purchasing Entity's designee. For clarification purposes, Vendor shall not be required to provide to Purchasing Entity and/or its designee for review, inspection, and/or copy (electronic and/or photocopy of the printed version) any documents and/or records pertaining to Vendor's other customers and Vendor's confidential and proprietary records not associated with the Deliverables provided under this Agreement.

11.19. Headings and Captions. The Parties acknowledge that the headings and captions used in this Agreement are for convenience and reference purposes only. They are not intended to have any legal or substantive significance or alter the meaning or interpretation of the provisions they precede.

11.20. Multiple Counterparts and Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which, when taken together, shall constitute one contract binding on all Parties. The Parties agree to accept electronic signatures in lieu of "wet" signatures on Agreement documents in accordance with Iowa Code chapter 554D or other applicable law.

11.21. Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting a partnership, joint venture, or other association of any kind implying the establishment of an agent/principal relationship between the Parties.

11.22. Attachments. The Parties agree that if any document is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference as if fully set forth herein.

11.23. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.

11.24. Force Majeure. If one Party is unable to fulfill its obligations under this Agreement due to circumstances beyond its control, including unforeseeable events that no one could have predicted or prevented, such as acts of God, acts of terrorism, war, civil disturbances, or other catastrophic events, that Party will not be considered in breach of this Agreement. These circumstances must be abnormal and unforeseeable, and the Party affected must have taken all necessary precautions to prevent them. However, financial difficulties, legal restrictions, strikes, labor unrest, supply chain disruptions which render Vendor and other similarly situated vendors the inability to perform their obligations, internet failure, power outages, hacker attacks, viruses, and Security Breaches are not considered force majeure events. If a delay or inability to perform is caused by a subcontractor hired by the Party, the Party cannot use force majeure as an excuse unless the subcontractor is also affected by a force majeure event. If a force majeure event affects the Party's performance, the Party will make its best efforts to provide an alternative, if possible, comparable solution. The Purchasing Entity will determine whether the alternative solution is comparable. Note that as of July 1, 2026, Vendor does not use subcontractors to perform Deliverables under this Agreement. The Party invoking force majeure must immediately inform the other Party about the event causing the delay and the reasons behind it. Both Parties will work together to minimize the impact of the delay and the scope of work affected by the unforeseen events. If the Vendor's performance obligations have specific deadlines, those deadlines will be extended by the amount of time lost due to the force majeure event.

11.25. Administrative Fees and Reporting.

11.25.1. Vendor shall provide one percent (1.00%) administrative fee on all sales made through this Agreement, without affecting authorized prices/rates. This one percent (1.00%) administrative fee shall be paid quarterly to the Iowa Department of Management, Attn: Chief Financial Officer, at the billing address located in CD&E section. Payment shall be made in accordance with the following schedule:

Period End	**Reporting and Fee Due**
September 30 (Q1)	October 31
December 31 (Q2)	January 31
March 31 (Q3)	April 30
June 30 (Q4)	July 31

11.25.2. The Vendor shall submit a quarterly report via email to **ITContracts@dom.iowa.gov** detailing all sales in the State of Iowa and identifying the Purchasing Entity, the Purchasing Instrument number, and the State of Iowa Contract number. The quarterly sales report is due on the dates listed above.

11.26. Title to Property. Title to all property furnished by the Purchasing Entity to the Vendor to facilitate the performance of this Agreement shall remain the sole property of the Purchasing Entity, as applicable. The Vendor shall be responsible for the proper custody and care of any such property and may not encumber such property or otherwise use such property for monetary gain. All such property shall only be used by the Vendor for purposes of fulfilling its obligations under this Agreement and shall be returned to the Purchasing Entity at the conclusion of the Agreement.

11.27. Exclusivity. This Agreement is not exclusive. DOM or the Purchasing Entity may obtain similar or identical goods or services from other vendors.

11.28. Award of Related Agreements. A Purchasing Entity may undertake or award supplemental or successor agreements for work related to this Agreement or under a Purchasing Instrument. Vendor shall cooperate fully with Authorized Contractors who may be engaged by a Purchasing Entity in connection with a Purchasing Instrument.

11.29. Attorney's Fees and Costs. Reserved.

11.30. Survival. Expiration or termination of this Agreement or a Purchasing Instrument for any reason will not release either Party from any duties, liabilities, or obligations that expressly survive termination or that by their very nature would be intended to be applicable following expiration or termination of the Agreement. Provisions that expressly survive include:

11.30.1.1. Section 3.3 (Source Code Release and License Rights);

11.30.1.2. Section 4 (Compensation and Additional Rights and Remedies);

11.30.1.3. Section 6 (Ownership and Intellectual Property);

11.30.1.4. Section 7 (Representations, Warranties, and Covenants);

11.30.1.5. Section 8 (Indemnification & Limitation on Liability);

11.30.1.6. Section 9 (Term and Termination);

11.30.1.7. Reserved.

11.30.1.8. Section 11 (General Provisions); and

11.30.1.9. Attachment B (Data Protection Addendum).

12. Insurance.

12.1. Insurance Requirement. The Vendor shall, at its sole expense, maintain in full force and effect, insurance covering its work of the type and in amounts required by this attachment. Vendor’s insurance shall, among other things, insure against any loss or damage resulting from or related to Vendor’s performance of the Agreement, as long the event detailed in the claim occurred during the term of this Agreement that has not expired or terminated under the applicable statute of limitations law. All insurance policies required by this Exhibit shall: (a) remain in full force and effect for the entire Term of the Agreement; and (b) not be reduced, changed (to the detriment of DOM, the

Purchasing Entity, or any governmental entities), or canceled (without being simultaneously replaced by another policy meeting the requirements of this section).

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

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

Type of Insurance	***Limit***	***Amount***
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	$2 million $1 million $1 million $1 million
Excess Liability, umbrella form	Each Occurrence Aggregate	$1 million $1 million
Workers Compensation and Employer Liability	As Required by Iowa law	$2 million

12.4. Claims Provision. All insurance policies required by this Exhibit, must provide coverage on an "occurrence basis" for all claims arising from activities occurring during the term of the policy, regardless of the date the claim is filed or expiration of the policy.

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

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

COI - The Certificate Holder box shall state:
State of Iowa - Department of Management
200 East Grand Avenue
Des Moines, IA 50309

Attachment B - Data Protection Addendum

Vendor represents and warrants that it will not view, access (local or remote), gather, exchange, receive, store, transmit, retain or process any protected information, including personal information. Furthermore, the process of how data is transferred once Iowa processes its mail and/or its documents using Vendor's manufactured products will be exclusively determined, controlled and/or managed by DOM, or a Purchasing Entity.

Vendor does not sell, supply, and/or install anti-virus software for the Equipment and as such, the software must be provided by the Purchasing Entity at the their sole expense. Furthermore, the Purchasing Entity is solely responsible for installing, updating, managing, controlling, and/or maintaining the anti-virus software. Purchasing Entity assumes full responsibility for the selection, installation, validation, configuration, updating, patching, administration, monitoring, and maintenance of any anti-virus or endpoint security software used in connection with the Equipment.

Any installation or use of anti-virus software, endpoint protection tools, or other security applications shall be subject to prior consultation with Vendor to confirm compatibility with the Equipment. Vendor disclaims all responsibility and liability for any performance issues, interruptions, interoperability problems, failures, data loss, or damages caused by or related to third-party security software or customer-implemented security configurations. Vendor's maintenance, warranty, and support obligations expressly exclude support for such third-party software and related issues.

1. This addendum shall survive termination of this Agreement.