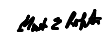


Department of Administrative Services
Contract Declaration & Execution Page

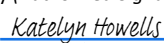
Title of Contract: Man-Down Alert System	RFP Number: 005-RFP-1398-2025	Contract Number: 25307
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:		
State Agency's Name (the "Agency"): Department of Administrative Services		
Contractor's Name: HID Global Corporation ("HID")		
Contract to Begin: Upon Execution	Date of Expiration: December 1, 2028	Annual Extensions: 3
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement:		
Section 1 – Special Terms.....		Page 2
Section 2 – Federal Terms & Conditions.....		Page 24
Section 3 – Scope of Work.....		Page 28
Section 4 – Pricing.....		Page 30
Section 5 – Primary Account Contacts		Page 32
Attachment A – Data Protection Addendum.....		Page 33
Attachment B – HID Software License Agreement.....		Page 37
Attachment C – HID Software Maintenance Program Agreement.....		Page 43
Attachment D – Template HID Site Acceptance Test Document.....		Page 50

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

Contractor: HID Global Corporation

By (Authorized Signature)  <small>Mark Robinton (Dec 15, 2025 16:16:08 CST)</small>	Date Signed 12/15/2025
Printed Name and Title of Person Signing Mark Robinton VP RTLS	
Address 6533 Flying Cloud Drive Eden Prairie MN 55344	

State of Iowa: Department of Administrative Services – Central Procurement

By (Authorized Signature)  <small>Katelyn Howells (Dec 16, 2025 07:45:29 CST)</small>	Date Signed 12/16/2025
Printed Name and Title of Person Signing Katelyn Howells Senior Statewide Procurement Officer	
Address 1305 E. Walnut St., Des Moines, IA 50319	

SECTION 1 Special Terms

The Parties (defined below) agree to the following:

1.1. Overview.

1.1.1. Term. The initial term of this Agreement is as stated on the Contract Declaration and Execution Section (“**CD&E**”), unless terminated earlier in accordance with the terms of this Agreement. After the expiration of the initial term, the Agency may, in its sole discretion, unilaterally renew this Agreement for the number of annual renewals stated on the CD&E. The initial term and any available renewals shall be referred to as the “**Term**.”

1.1.2. 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. The Purchasing Entity executing a specific Purchasing Instrument shall be solely responsible for any payments due, duties, and obligations otherwise owed Vendor under such separate Purchasing Instrument. 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.

1.1.3. Incorporation of the Underlying Agreement. These Special Terms amend:

- HID Software License Agreement (“**SLA**”), which is integrated into this Agreement as Attachment B;
- HID Software Maintenance Program Agreement (“**SMA**”), which is integrated into this Agreement as Attachment C; and
- Any of Contractor’s other generally applicable terms Contractor at any point in time may claim apply to any Purchasing Entity’s use of Deliverables provided by Contractor, including through any online mechanism such as “clickthrough” or other similar mechanism

(collectively referred to herein as “**Underlying Agreement(s)**”). Notwithstanding anything to the contrary contained in the Underlying Agreement(s), to the extent of any conflict or inconsistency between the specific provisions of these Special Terms and any Underlying Agreement(s), the terms of these Special Terms shall prevail. The parties may be referred to herein individually as a “**Party**” or collectively as the “**Parties**”; provided, however, that where the context clearly requires, the term “**Party**” or “**Parties**” may refer to or include the Governmental Entity executing the individual Purchasing Instrument pursuant to the Underlying Agreement(s) or otherwise making the individual purchases.

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

1.2.1. “**Acceptance**” means the Purchasing Entity has determined a portion of the Deliverables

satisfies the agreed-upon 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.

- 1.2.2. **“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 RFP, the Proposal, any Documentation, and any applicable state, federal, foreign, and local laws, rules, and regulations. For the avoidance of doubt, as it pertains to implementation and installation services, the Parties will agree upon the relevant Acceptance Criteria for each engagement as part of the Project Plan (defined in Section 3) and before installation begins. Unless otherwise indicated in a Purchasing Instrument, as it pertains to implementation and installation services, the Parties will utilize the Template HID Site Acceptance Test document incorporated by reference in Attachment D as a starting point for establishing the Acceptance Criteria for a specific engagement.
- 1.2.3. **“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. For the avoidance of doubt, if the Acceptance Criteria are based on the Template HID Site Acceptance Test document in Attachment D, personnel from both the Contractor and Purchasing Entity will participate in the Acceptance Testing and sign off on the outcomes.
- 1.2.4. **“Authorized Contractors”** means independent contractors, consultants, or other third parties (including other Governmental Entities) that are retained, hired, or utilized by the Purchasing Entity in any way to assist the Purchasing Entity with any Deliverables provided hereunder.
- 1.2.5. **“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.
- 1.2.6. **“Contract”** or **“Agreement”** means the collective documentation memorializing the terms

of the agreement between the Agency and the Contractor identified on the Contract Declarations & Execution Page(s) and includes the signed Contract Declarations & Execution Page(s), these Special Terms, any Special Contract Attachments, and all other attachments to the Contract.

- 1.2.7. **“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 Deliverables provided hereunder and all originals and copies of any of the foregoing.
- 1.2.8. **“Customer Property”** means any property, whether tangible or intangible, of or belonging to the Purchasing Entity, including Customer Data and 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. For the avoidance of doubt, this does not include Pre-Existing Intellectual Property (as defined below).
- 1.2.9. **“Deficiency”** means a defect, flaw, error, bug, failure, omission, interruption of service, or other problem of any nature whatsoever related to a Deliverable(s) including any failure of a Deliverable(s) to conform to or meet an applicable Specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable(s).
- 1.2.10. **“Deliverables”** means all of the commercial hardware and services (including implementation services), goods, and software delivered and performed by Vendor under this Agreement, excluding Pre-Existing Intellectual Property (as defined below).
- 1.2.11. **“Documentation”** means training materials, guides, manuals, Acceptance Testing results, and datasheets, including any design documents or technical materials showing the design of the Man Down Alert System developed for the applicable Facility (as defined in Section 3.1.1) developed or provided by Vendor and used in conjunction with any Deliverables in hard copy, electronic, or digital medium.
- 1.2.12. **“DOM”** means the State of Iowa Department of Management and, unless the context clearly indicates otherwise, any independent contractors, consultants, or other third parties (including other governmental entities) who are retained, hired, or utilized by DOM in furtherance of this Agreement.
- 1.2.13. **“Personal Data”** means any information relating to an identified or identifiable person, including, but not limited to, Social Security or other government-issued identification numbers, federal or state tax information, “Personal Information” as defined in Iowa Code 715C, account security information, financial account information, credit/debit/gift or other payment card information, account passwords, intellectual property, document identification number, and sensitive or personal data (or equivalent terminology) as defined under any applicable law regarding privacy, data protection, information security obligations, or the Processing of Personal Data.

- 1.2.14. **“Process”** or **“Processing”** shall mean any operation or set of operations performed upon the Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination, and deletion of Personal Data.
- 1.2.15. **“Proposal”** means the Vendor’s response to the RFP.
- 1.2.16. **“Purchasing Entity”** or **“Agency”** means the governmental entity that signs a Purchasing Instrument and, unless the context clearly indicates otherwise, any independent contractors, consultants, or other third parties who are retained, hired, or utilized by the Purchasing Entity in furtherance of the Purchasing Instrument or this Agreement.
- 1.2.17. **“Purchasing Instrument”** means an individual transactional document executed hereunder for the purchase of Deliverable(s) pursuant to this Agreement, regardless of form, and which identifies the specific Deliverable(s) to be purchased and any Acceptance Criteria or Specifications related thereto.
- 1.2.18. **“Specifications”** means Vendor’s technical standards, performance standards, described or stated in this Agreement (including any exhibit or Documentation attached to, or provided in connection with, this Agreement), any Purchasing Instrument(s), Project Plan(s) (defined in Section 3), the RFP, the Proposal, and, solely to the extent not inconsistent with the foregoing, the Documentation.
- 1.2.19. **“State”** means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Agreement is available to political subdivisions, any political subdivisions of the State of Iowa.
- 1.2.20. **“Third Party Intellectual Property”** shall mean intellectual property, including third party Software, licensed, made, conceived, or developed by a third party and provided or used by or on behalf of the Purchasing Entity or Vendor.
- 1.2.21. **“Vendor”** or **“Contractor”** 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.

1.3. Services and Deliverables.

1.3.1. Performance.

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

1.3.1.2. *Purchasing Instruments.*

1.3.1.2.1. *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.

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

- a. Information contained on the CD&E;
- b. The definition of Confidential Information;
- c. Set-off obligations under section 1.4.7;
- d. Compliance with the Law under section 1.7.7;
- e. No Conflicts obligations under section 1.7.8;
- f. Termination provisions in section 1.9;
- g. Provisions of the Data Protection Addendum incorporated into this Contract as Attachment A;
- h. The General Provisions set forth in Section 1.10.

1.3.1.3. *Delivery.*

1.3.1.3.1. *Risk of Loss.* To the extent any Deliverable(s), including any hardware or equipment, are mailed or shipped, Vendor shall bear all freight, shipping, handling, and insurance costs for the delivery and shall bear all risk of loss that may occur prior to the Purchasing Entity's Acceptance.

1.3.1.3.2. *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.

1.4. Compensation and Additional Rights and Remedies.

1.4.1. 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.

1.4.2. No Additional Fees. Other than as permitted by Section 1.4.1 (Pricing/Compensation) 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. 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.

- 1.4.3. Satisfactory Performance. Vendor is not entitled to payment for any services or Deliverable(s), in whole or in part, provided under this Agreement or any Purchasing Instrument(s) if the Purchasing Entity reasonably determines that such services or Deliverable(s) have not been satisfactorily or completely delivered or performed.
- 1.4.4. 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.
- 1.4.5. Invoices. Upon receipt of written notice of Acceptance from the Purchasing Entity 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 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.
- 1.4.6. Erroneous Payments and Credits. The Vendor shall promptly pay or refund to the Purchasing Entity the full amount of any overpayment or erroneous payment within 10 business days after either discovery by the Vendor or notification by the Purchasing Entity of the overpayment or erroneous payment. If the Vendor fails to provide a timely refund

pursuant to this obligation, a simple interest of 1% per month may be charged on the outstanding balance unless 1% exceeds the maximum amount allowed by applicable law, in which case interest shall accrue at the maximum rate allowed by law.

- 1.4.7. 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.
- 1.4.8. 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. No interest shall accrue or be paid to Vendor for withheld sums.
- 1.4.9. Correction/Cure.
 - 1.4.9.1. Upon 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 within the applicable warranty period or maintenance period.
- 1.4.10. 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 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 20 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.
- 1.4.11. Taxes. Vendor shall be responsible for paying any taxes incurred by Vendor in the performance of this Agreement. The State of Iowa, Agency, and the Purchasing Entity are exempt from the payment of sales and other taxes:
https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/sales_tax_exempt_letter.pdf.

1.5. Acceptance Tests and Project Management.

- 1.5.1. 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 and the Vendor will then test the Deliverable(s) collaboratively to verify that each Deliverable conforms to its Acceptance Criteria. Purchasing Entity 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:

- 1.5.1.1. 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;
- 1.5.1.2. 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);
- 1.5.1.3. 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
- 1.5.1.4. 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).

1.5.2. Project Management and Reporting.

- 1.5.2.1. *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.
- 1.5.2.2. *Review Meetings.* Unless a different schedule is established in the Purchasing Instrument, the Vendor's Project Manager will meet monthly with the Purchasing Entity to discuss contractual progress and performance issues. At each review meeting, the Vendor's Project Manager shall provide a status report, which will describe any problems or concerns encountered since the last meeting. At the next scheduled meeting after which any Party has identified a problem in writing, the Vendor shall provide a report of steps taken to resolve identified problems, together with the anticipated completion dates of such

activities. Any Party may recommend alternative courses of action or changes that will facilitate problem resolution. The Vendor shall maintain records of such reports and other communications and provide them to the Purchasing Entity upon request.

- 1.5.2.3. *Reports.* Review meeting reports must be in a Purchasing Entity-approved format and include detail concerning the previous period's activities, including problems encountered and their disposition, results of tests, whether or not deadlines were met, the status of services or Deliverables, any problems that may have arisen that need to be addressed before proceeding to the next period's activities, and any other information the Purchasing Entity may request.
- 1.5.2.4. *Problem Reporting Omissions.* The Purchasing Entity's receipt of a report that identifies any problems does not relieve the Vendor of any obligation under this Agreement or waive any other remedy available to the Purchasing Entity.

1.6. Ownership and Intellectual Property.

- 1.6.1. Ownership of Pre-Existing Intellectual Property. Except as specifically granted herein, in a Purchasing Instrument, or in a related instrument, Vendor shall own all intellectual property contained within a Deliverable that was independently and exclusively developed by Vendor and provided hereunder prior to the Effective Date of this Agreement ("**Pre-Existing Intellectual Property**"). The Purchasing Entity makes no ownership claim to Pre-Existing Intellectual Property or to products that the Vendor simply licenses to the Purchasing Entity. To the extent Pre-Existing Intellectual Property is included in a Deliverable unless otherwise stated in the Purchasing Instrument, the Purchasing Entity shall be granted licenses (which shall incorporate any third party licenses) to the Pre-Existing Intellectual Property that shall be consistent with and coterminous with any license obtained to use the Deliverable itself.
- 1.6.2. Ownership and Assignment of Deliverables. Vendor hereby irrevocably assigns, transfers, and conveys to the Purchasing Entity all rights, title, and interest in and to Deliverables, excluding any Pre-Existing Intellectual Property included in the Deliverables.
- 1.6.3. Waiver. To the extent any of Vendor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights or any rights of attribution or integrity, Vendor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the Purchasing Entity's rights in and to the Deliverables.
- 1.6.4. 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.

1.7. Representations, Warranties, and Covenants.

- 1.7.1. 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.

- 1.7.2. Construction of Warranties Expressed in the Agreement with Warranties Implied by Law. All warranties made by the Vendor and/or subcontractors in all provisions of the Agreement and the Proposal, whether or not the Agreement specifically denominates the Vendor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials, goods to be provided, or by provision of samples to the State and/or the Purchasing Entity shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods provided by the Vendor. The provisions of this Section apply during the term of the Agreement and any extensions or renewals thereof.
- 1.7.3. 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 stated in the Documentation and the Project Plan. If the Purchasing Entity identifies any material Deficiencies, the Vendor must fix or replace the affected Deliverables at its own expense. The Vendor will assist the Purchasing Entity, promptly report any known issues, and correct Deliverables, even if the Deliverable(s) have been previously accepted.
- 1.7.4. 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.
- 1.7.5. 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 intellectual property rights of third parties. Vendor also ensures there are no known claims of infringement, violation, or misappropriation of intellectual property rights or trade secrets concerning Deliverables. If such claims arise, Vendor will, at its own expense: (i) secure the right or license for the Purchasing Entity to continue using the Deliverables; (ii) replace the problematic parts with an equivalent; (iii) modify or replace the affected portion with a non-infringing alternative; or (iv) refund all fees paid by the Purchasing Entity for the affected Deliverables.
- 1.7.6. Workmanlike Manner. The Vendor represents, and warrants that all services to be provided under this Agreement or a Purchasing Instrument will be carried out in a workmanlike manner by qualified personnel, and the work must align with the terms of the Agreement and Purchasing Instrument as well as industry standards for similar tasks. In cases where no specification exists, the Parties agree to follow generally accepted

industry standards. If the Purchasing Entity identifies services not meeting these standards, the Vendor will re-perform them at no extra cost. The Vendor will refund any fees paid by the Purchasing Entity for any services were not satisfactorily provided and cannot otherwise be cured.

- 1.7.7. 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.
- 1.7.8. 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.
- 1.7.9. 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.
- 1.7.10. Sole Ownership. Vendor represents and warrants that the Purchasing Entity shall acquire sole ownership of all Deliverables, free from any rights or interests of Vendor or of any third party, except as otherwise described in this Contract.

1.8. Indemnification.

1.8.1. By the Vendor

The Vendor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses, and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

- 1.8.1.1. Any breach of this Contract;
- 1.8.1.2. Any negligent, intentional, or wrongful act or omission of the Vendor or any agent or subcontractor utilized or employed by the Vendor;
- 1.8.1.3. The Vendor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Vendor;
- 1.8.1.4. Any failure by the Vendor 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 the Vendor to conduct business in the State of Iowa;

1.8.1.5. Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates, or misappropriates any patent, copyrights, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

1.8.2. Survives Termination

Vendor's duties and obligations under this section shall survive the termination of this Contract and shall apply to all acts or omissions take or made in connection with the performance of this Contract regardless of the date any potential claim is made or discovered by the Agency or any other Indemnified Party.

1.9. Termination.

1.9.1. Termination for Cause by the State. The State 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 time period specified in the notice of breach. In addition, the State may terminate this Agreement or a Purchasing Entity may terminate an associated Purchasing Instrument without advance notice if:

- 1.9.1.1. Vendor makes false statements in connection with the Agreement,
- 1.9.1.2. Vendor, its staff, or its subcontractors have engaged in criminal conduct including fraud, misappropriation, embezzlement, or malfeasance,
- 1.9.1.3. Vendor takes any steps, as determined in the State's or the applicable Purchasing Entity's discretion, towards dissolution or suspension of business,
- 1.9.1.4. Vendor's authority to do business here or elsewhere is threatened or lost,
- 1.9.1.5. Vendor has failed to comply with applicable laws when performing pursuant to the Agreement or Purchasing Instrument,
- 1.9.1.6. Vendor's ability to perform is materially impacted by third-party claims of intellectual property violations by Vendor, or
- 1.9.1.7. Vendor's actions may expose the State of Iowa or a Purchasing Entity to material liability.

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

1.9.2. 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 60 days of the Purchasing Entity's receipt of Vendor's written notice.

1.9.3. Termination for Convenience. Following 30 days' written notice, a Purchasing Entity may terminate a Purchasing Instrument in whole or in part without cause. The State may

terminate this Agreement in whole or in part upon 30 days' written notice without cause.

1.9.4. Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, the State 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 if:

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

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

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

1.9.5. Limitation of Payment Obligations. If the State terminates this Agreement or a Purchasing Entity terminates a Purchasing Instrument for cause, the State or the applicable Purchasing Entity 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 on submission and acceptance of invoices for 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.

1.9.6. 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 the State or a Purchasing Entity, Vendor must:

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

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

1.9.6.3. cease using and return any Customer Property;

1.9.6.4. comply with the Purchasing Entity's directions concerning Customer Data;

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

1.9.6.6. provide all Deliverables to the extent the Purchasing Entity has a property interest in the Deliverable; and

1.9.6.7. continue to perform and provide such goods and/or services under

this Agreement as the Purchasing Entity may request for a transition period of up to 365 days from the effective date of such termination or expiration and collaborate with the Purchasing Entity and any replacement contractor. As part of such request, the Purchasing Entity will inform Vendor of the number of days needed for transition (“**Transition Period**”). During the Transition Period, the Purchasing Entity agrees to pay Vendor any fees to which Vendor would be entitled under this Agreement for goods and/or services performed or provided during such period. In the event the Purchasing Entity’s request for transition assistance does not require Vendor to continue providing all of the goods and/or services under this Agreement or applicable Purchasing Instrument, the Parties will negotiate in good faith a downward adjustment in the fees owed the Vendor.

1.10. General Provisions.

- 1.10.1. 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.
- 1.10.2. 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, the State’s or the Purchasing Entity’s name, logo, or other identifying information without prior written consent.
- 1.10.3. 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.
- 1.10.4. 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. Terms associated with transactional documents (e.g., invoices), as well as terms such as “shrink wrap” or “clickwrap” agreements, will have no force and effect unless reduced to a formal Amendment signed by both parties.
- 1.10.5. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.
- 1.10.6. 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.

- 1.10.7. 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 the State or the Agency 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 the Agency.
- 1.10.8. 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.
- 1.10.9. 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.
- 1.10.10. 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.
- 1.10.11. 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 the Agency, 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.
- 1.10.12. Cumulative Rights. The various rights, powers, options, elections, and remedies of the State, the Agency, or any Purchasing Entity provided for in this Agreement shall be construed as cumulative.
- 1.10.13. 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.
- 1.10.14. Time is of the Essence. Time is of the essence with respect to the Vendor's performance of its obligations under this Agreement. Vendor shall ensure that all Vendor Personnel providing services and Deliverables hereunder are responsive to the Purchasing Entity's

requirements and requests in all respects, including in accordance with any specific timelines identified in a duly executed Purchasing Instrument.

- 1.10.15. 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.
- 1.10.16. 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.
- 1.10.17. 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 Vendor shall require Vendor contractors to agree to the same provisions as set forth in this subsection.
- 1.10.18. 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. 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.
- 1.10.19. Compliance with Law; Nondiscrimination in Employment. The Vendor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers.

Upon the State's written request, the Vendor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Vendor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Agreement.

In the event Vendor contracts with third parties for the performance of any of the Vendor obligations under this Agreement as set forth in section 1.10.8, Vendor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Agreement to the contrary, Vendor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Agreement and the State may cancel, terminate, or suspend, in whole or in part, this Agreement. The State may further declare Vendor ineligible for future state contracts in accordance with authorized procedures or the Vendor may be subject to other sanctions as provided by law or rule.

- 1.10.20. 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.
- 1.10.21. 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.
- 1.10.22. 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.
- 1.10.23. 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.
- 1.10.24. 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.
- 1.10.25. 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, 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, 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. 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.

1.10.26. Administrative Fees and Reporting.

1.10.26.1. Vendor shall provide a 1.00% administrative fee on all sales made through this Agreement, without affecting authorized prices/rates. This 1.00% administrative fee shall be paid quarterly by Contractor directly to the State, made payable to the "Iowa Department of Administrative Services – Central Procurement."

1.10.26.2. The Vendor shall provide an electronic detailed quarterly report on all sales made under this Agreement within the State of Iowa via E-Mail to the Iowa Department of Administrative Services, Central Procurement, Attn: Katelyn Howells, Katelyn.Howells@iowa.gov, cc to: purchasing.mailbox@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

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

1.10.28. Exclusivity. This Agreement is not exclusive. The State, the Agency, or the Purchasing Entity may obtain similar or identical goods or services from other vendors.

1.10.29. 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.

1.10.30. Attorney's Fees and Costs. If the Vendor is found to be in breach of its obligations under this Agreement by a court or tribunal of competent jurisdiction or if the Vendor fails to successfully defend against any legal action arising out of or relating to this Agreement, the Vendor shall be liable for and shall promptly reimburse the Purchasing Entity for all reasonable attorney's fees, court costs, and any other related expenses incurred by the Purchasing Entity in enforcing its rights or remedies under this Agreement.

1.10.31. 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:

- 1.10.31.1. Section 1.4 (Compensation and Additional Rights and Remedies);
- 1.10.31.2. Section 1.6 (Ownership and Intellectual Property);
- 1.10.31.3. Section 1.7 (Representations, Warranties, and Covenants);
- 1.10.31.4. Section 1.8 (Indemnification);
- 1.10.31.5. Section 1.9 (Term and Termination);
- 1.10.31.6. Section 1.10 (General Provisions); and
- 1.10.31.7. Attachment A (Data Protection Addendum)

1.11. Insurance.

1.11.1. Insurance Requirements

The Vendor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Vendor’s expense, insurance covering its work during the entire term of this Contract and any extensions or renewals thereof. The Vendor’s insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Vendor’s performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Agency shall be named as additional insureds or loss payees, or the Vendor shall obtain an endorsement to the same effect, as applicable.

1.11.2. Types and Amounts of Insurance Required

Unless otherwise requested by the Agency in writing, the Vendor shall cause to be issued insurance coverages insuring the Vendor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability. In addition, the Vendor shall ensure it has any necessary workers’ compensation and employer liability insurance as required by Iowa law.

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million

Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

1.11.3. Certificates of Coverage

Vendor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract and any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. 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. The certificates shall be subject to approval by the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the Agency. Approval of the insurance certificates by the Agency shall not relieve the Vendor of any obligation under this Contract.

1.11.4. Waiver of Subrogation Rights

The Vendor shall obtain a waiver of any subrogation rights that any of this insurance carriers might have against the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the State.

1.12. Additional Terms.

1.12.1. Limitation of Liability

Notwithstanding anything in this Agreement or any Underlying Agreement(s) to the contrary, and solely to the extent permitted by law, including Iowa Code § 8A.311(22) and 11 Iowa Admin. Code chapter 120, inasmuch as the goods and services procured under this contract constitute an "information technology procurement" as defined in 11 Iowa Admin Code section 120.2, the Parties agree that the maximum liability of either Party under this Agreement for direct damages shall be one times the Contract Value ("**Contract Value**" is defined as the aggregate total compensation to be paid by a Governmental Entity under the entire term of this Agreement, including all renewals and extensions); provided, however, under no circumstances shall the foregoing limitation or any other provision in this Agreement or Underlying Agreement(s) that either limits Vendor's liability or provides for sole or exclusive remedies apply to any losses, damages, expenses,

costs, settlement amounts, legal fees, judgments, actions, claims, or any other liability arising out of or relating to:

- 1.12.1.1.** Intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or gross negligence;
- 1.12.1.2.** Death, bodily injury, or damage to real or personal property;
- 1.12.1.3.** Any contractual obligations of Vendor pertaining to indemnification, intellectual property, liquidated damages, compliance with applicable laws, and/or confidential information;
- 1.12.1.4.** Claims arising under this Agreement calling for indemnification of the State or for third-party claims against the State for bodily injury to persons or for damage to real or tangible property caused by Vendor's negligence or willful conduct.

As of the Effective Date of this Agreement, the Parties have not contemplated inclusion of liquidated damages applicable to the Scope of Work described in Section 3 of this Agreement.

1.12.2. Notwithstanding any provisions appearing in any Underlying Agreement to the contrary, none of the following types of provisions shall have any effect on or be enforceable against the State or any of its employees, officers, board members, agents, representatives, officials, or other like individuals, and shall be void. These provisions are any provision:

- 1.12.2.1. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the State, or its employees, officers, board members, agents, representatives, officials, or other like individuals if this Agreement or a Purchasing Instrument is terminated before its ordinary period;
- 1.12.2.2. Requiring the State to maintain any type of insurance either for the benefit of the State or the Vendor's benefit;
- 1.12.2.3. Granting the Vendor a security interest in the property of the State or any of their employees, officers, board members, agents, representatives, officials, or other like individuals;
- 1.12.2.4. Limiting or adding to the time period within which claims can be made or actions can be brought against the State where applicable law, rule, regulation or order establishes a specific time period;
- 1.12.2.5. Limiting or purporting to govern the selection and approval of counsel or approval of any settlement with respect to any claims in which the State or any of its employees, officers, board members, agents, representatives, officials, or other like individuals is named as a party;
- 1.12.2.6. Obligating the State, or any of their employees, officers, board members, agents, representatives, officials, or other like individuals to pay costs of collection or attorney's fees;

- 1.12.2.7. Requiring the State 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;
- 1.12.2.8. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the State to bestow or incur;
- 1.12.2.9. Establishing a presumption of severe or irreparable harm to the Vendor by the actions or inactions of the State;
- 1.12.2.10. That fail to comply with all applicable federal, state, and local laws, regulations, ordinances, and orders;
- 1.12.2.11. Requiring the State to waive any immunity available to it by law;
- 1.12.2.12. Requiring that the State, which is generally tax exempt, be responsible for payment of any taxes, duties, or penalties;
- 1.12.2.13. Obligating the State beyond any properly approved, appropriated, or allocated funding;
- 1.12.2.14. Permitting unilateral modification of the terms and conditions of this Contract or any Purchasing Instrument;
- 1.12.2.15. Requiring or stating that the terms of any Underlying Agreement (including but not limited to the SLA) shall supersede or prevail over the terms of this Contract;
- 1.12.2.16. Requiring the State to accept any update, upgrade, or Enhancement or condition the receipt of any update, upgrade, or Enhancement on the receipt of additional payment;
- 1.12.2.17. Prohibiting the State from transferring or assigning to any other Governmental Entity any right or interest;
- 1.12.2.18. Granting the Vendor, any subcontractor of Vendor, or any Vendor Personnel the right to audit or examine the books, records, or accounts of the State other than as may be required by law.

SECTION 2
Federal Terms & Conditions

2.1. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

2.2. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

2.3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

2.4. Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States")

The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

2.5. Davis-Bacon, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

2.6. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2.7. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2.8. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2.9. Procurement of Recovered Materials

In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

2.10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2.11. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

2.12. Contract Cost and Price

Any subcontracts resulting from this Agreement shall meet the requirements of 2 CFR §200.324. No subcontract or purchase order for these services may use the “cost plus a percentage of cost” and “percentage of construction costs” methods of contracting.

2.13. Acknowledgements and Assurances

2.13.1. Access to Records

The following access to records requirements apply to this contract: (1) The contractor agrees to provide the State of Iowa, the Purchasing Entity, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the federal awarding agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with the Disaster Recovery Act of 2018, the Purchasing Entity and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal awarding agency or the Comptroller General of the United States.

2.13.2. Awarding Agency Seal, Logo, and Flags

The contractor shall not use the awarding agency’s seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific agency preapproval.

2.13.3. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, federal awarding policies, procedures, and directives.

2.13.4. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

2.13.5. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

SECTION 3

Scope of Work

3.1. Contractor's Responsibilities

3.1.1. Contractor shall design and implement a Man Down Alert System at requesting facilities in the State of Iowa (each a "**Facility**"). Each Facility will present unique challenges such as size of campus, building sizes, construction types, and ages, system needs, existing IT infrastructure, etc., and accordingly, the engagement with each Purchasing Entity will be documented in a Purchasing Instrument outlining the specific Services and Products to be delivered. The Purchasing Instrument will list the equipment being purchased by the Purchasing Entity at the rates outlined in Sections 4.1.1 – 4.1.4 & 4.1.7 of the Contract, any maintenance & support services required at the rates outlined in Section 4.1.6 of the Contract, and any professional services at the rates outlined in Section 4.1.5 & 4.2 of the Contract.

3.1.1.1. For the avoidance of doubt, all software to be provided by Contractor during the Term of this Agreement will be an on-premise solution that is not hosted by Vendor or any subcontractor of Vendor. Any access to the software solution(s) will be subject to the HID Software License Agreement incorporated into this Contract as Attachment B, and will be an on-premise solution that is not hosted by Vendor or any subcontractor of Vendor.

3.1.2. Within 30 days of execution of a Purchasing Instrument, the Contractor shall submit a detailed plan (a "**Project Plan**") to the Purchasing Entity/Facility of their implementation process including, but not limited to, types of software/hardware/technology used by Contractor and required by Agency, all steps/tasks required distinguishing between on-site and off-site implementation tasks, time required for all tasks and total implementation time, any specific needs required from the Agency (configuration with existing system or Agency IT), etc. Contractor will also identify & discuss any potential limitations for being able to implement across multiple sites at the same Facility. This Project Plan is subject to Agency approval, and will include the Acceptance Criteria. The Contractor shall comply with the Agency-approved Project Plan.

3.2. Post Delivery Documentation

Contractor is to provide the following documentation upon completion of installation:

3.2.1. Electronic Schematics – Current and accurate set of electronic schematics and system interface documentation.

3.2.2. Operator Instructions - Written operator instructions for the operation of the system, all sub-unit assemblies, and software routines.

3.2.3. Service Manuals - Current and accurate service manuals are to be provided with the system.

3.3. Maintenance and Support Services – The Purchasing Entity may purchase Maintenance and Support Services pursuant to Section 4.1.6 via a Purchasing Instrument. The following

expectations will apply to the purchase of Maintenance and Support Services. Vendor's Maintenance and Support terms are attached as Attachment C.

3.3.1. Facility will perform operational maintenance to the system.

3.3.2. Contractor will provide preventative maintenance and inspection on a bi-annual basis.

3.3.3. Contractor will provide same day response time on system issues and outages.

3.4. Training - Contractor will provide general user training and administrator training as requested by each facility. Purchasing Entity can engage Contractor for additional training services as needed via a Purchasing Instrument at the rates outlined in Section 4.1.5.

3.5. Performance Measures

3.5.1. All materials shall be delivered and installed to the Purchasing Entity's satisfaction within the timeframe established by the Project Plan unless a change is requested by the Vendor and approved by the Facility in writing in advance of an established deadline. Non-delivery of any Deliverable by the established deadline without prior notification may be assessed a fee.

Amount at risk – 5% of fee associated with outstanding Deliverables not received or performed by established deadline.

3.5.2. Contractor shall provide timely responses to maintenance requests for physical equipment currently covered under a Warranty per Section 10 of Attachment B. Response times for software maintenance requests shall meet industry standards and shall be consistent with the timelines established in the SMA included as Attachment C.

SECTION 4
Pricing

4.1. Fixed Fee Services

4.1.1. Network Devices and Hardware (invoiced upon shipment)

Product Description	HID Part Number	Unit Price
TR2-E (Gen2 Tag Reader): Ethernet Interface	61-20016	\$779.76
OTR2-E (Outdoor Tag Reader): TR2-E in weatherproof enclosure; 12VDC power.	61-21040	\$1,191.68
PTE (Proximity Tag Exciter)	61-3006	\$197.60

4.1.2. Third Party Products (invoiced upon shipment)

Product Description	HID Part Number	Unit Price
TRR/TRC/TE T-Bar Installation Kit	61-24001	\$34.00
PoE Splitter Kit (2A output)	61-24002	\$92.00
PTE T-Bar Installation Kit	61-24011	\$40.00
Omni-directional, 1/4 Wave Antenna	61-92070	\$15.00

4.1.3. Software and Licenses (invoiced when software is activated within 10 days after receipt of order (“ARO”))

Product Description	HID Part Number	Unit Price
TotGuard single site server software. Includes 100 433MHz Licenses, HL7, LDAP and Email Integration Licenses.	62-20005	\$10,024.40
AllGuard Client Software - one seat license	62-30003	\$1,501.00
433MHz tag license - one concurrent tag	62-40055	\$14.82

For the avoidance of doubt, all software to be provided by Vendor during the Term of this Agreement will be an on-premise solution that is not hosted by Vendor or any subcontractor of Vendor.

4.1.4. Tags, Bands, and Accessories (invoiced upon shipment)

Product Description	HID Part Number	Unit Price
ST-3 (Staff Tag): Two Call Buttons; Motion Detection - 12-month battery; replaceable	61-10400	\$109.00

4.1.5. Professional Services (invoiced upon Acceptance as documented per Section 1.5 of this Contract)

Product Description	HID Part Number	Unit Price
User Training (On-site) - 2 days, includes travel expenses	63-10002	\$7,500.00

Professional Services (On-Site) - additional days, includes travel expenses	63-20020	\$2,000.00
Professional Services (On-Site) - 2 days, includes travel expenses	63-20019	\$6,000.00
Professional Services (Remote) - 1-day	63-20002	\$1,500.00

4.1.6. Software Maintenance and Hardware Warranty (invoiced annually in advance 15 months after date of purchase order)

Product Description	HID Part Number	Annual Price
SMA: Guardian Plus Remote Support (24/7) and software updates*	63-50007	\$17,041.00
Annual Hardware/Software Inspection - on site incl. travel	63-20019	\$6,000.00
Extended Hardware Warranty**		\$7,570.05

* **Note:** SMA: Guardian Plus Remote Support (24/7) and related software updates are provided at no cost for the first fifteen (15) months after the execution of a Purchasing Instrument as described in Attachments B & C of this Agreement. If this Product is purchased by the Purchasing Entity, the Annual Price will apply beginning on the sixteenth (16th) month after delivery of the applicable software as described in Attachments B & C.

****Note:** The applicable Purchasing Entity will receive a hardware warranty at no cost for the first fifteen (15) months as described after shipping of the hardware as described in Attachment C of this Agreement. If this Product is purchased by the Purchasing Entity, the Annual Price will apply beginning on the sixteenth (16th) month as described in Attachment C.

4.1.7. Additional Features (invoiced upon software delivery or service delivery)

Product Description	HID Part Number	Annual Price
Genetec CCTV Interface	62-50035	\$2,995.00
Milestone CCTV Interface	62-50012	\$2,995.00
3 rd Party Integration Service	63-20010	\$1,990.00

4.2. Installation

Installation shall be quoted per facility.

SECTION 5
Primary Account Contacts

5.1. Primary Contractor Point of Contact

Gordon Curl
604-866-2814
gordon.curl@hidglobal.com

5.2. State of Iowa – DAS/Procurement Contact

Katelyn Howells
515-721-7856
katelyn.howells@iowa.gov

Attachment A - Data Protection Addendum

1. Definitions:

- 1.1. **“Security Breach”** means the loss of control, compromise, unauthorized use, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: a person other than an authorized user accesses personally identifiable information; or an authorized user accesses Customer Data for a reason other than an authorized purpose.
- 1.2. **“Security Incident”** means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of: (1) Customer Data; and/or (2) to the extent applicable, an information system that Processes Personal Data creates a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

2. Confidentiality

- 2.1. Customer Data. The Purchasing Entity owns and has exclusive rights to all Customer Data. Vendor must treat all Customer Data as Confidential Information, keep it secure, and not disclose or use it for any purpose other than providing goods or services under the Agreement. All uses for commercial or political purposes are strictly forbidden. Vendor must comply with any restrictions on use or disclosure outlined in the Agreement or applicable law. Vendor may only retain Customer Data for purposes of performing pursuant to the Purchasing Instrument or by prior written approval of the Purchasing Entity. The Vendor may be held civilly or criminally liable for improper use or disclosure of Customer Data. The Vendor shall not link any data provided by the Agency or a Purchasing Entity with any other data systems or data sets without prior written permission from the applicable entity.
- 2.2. Vendor Confidential Information. Unless otherwise required by applicable law, the Purchasing Entity will not intentionally disclose Vendor’s Confidential Information to a third party (excluding the Purchasing Entity’s Authorized Contractors) without the Vendor’s prior written consent.
- 2.3. Return or Destruction. Upon completion of duties under this Agreement or upon the specific direction of either party, the other party shall return or destroy Confidential Information and/or Customer Data and not retain any copies thereof, subject to any retention obligations imposed by law. If immediate destruction is not possible, the party retaining such information shall return or destroy the retained information as soon as feasible and shall certify that the retained information will be safeguarded to prevent unauthorized disclosures until it has been purged. Once all Confidential Information and/or Customer Data has been completely purged, the party purging the information shall provide certification of destruction in accordance with methods approved by the National Institute of Standards and Technology.
- 2.4. Compelled Disclosures. In the event that a subpoena or other legal process is served upon either party for Customer Data held by Vendor or for Vendor Confidential Information held by a Purchasing Entity, the party shall promptly notify the other party and cooperate in any lawful effort to defend against the disclosure.
- 2.5. Open Records and Electronic Discovery Requests. Vendor must assist the Purchasing

Entity by providing information needed to comply with open records laws (including Iowa Code Chapter 22) or in connection with any legal process or proceeding. Vendor's assistance in this regard must be provided timely and designed to meet the timing obligations imposed by law. Vendor will ensure Customer Data is stored and maintained so as to avoid spoliation or other electronic discovery issues.

3. Security/Privacy

3.1. Data Protection. Vendor shall take commercially reasonable efforts to safeguard the confidentiality, integrity, and availability of any Customer Data, Customer Property, and the Deliverables that Vendor possesses to perform the services under this Agreement. In so doing, Vendor shall implement and maintain reasonable and appropriate administrative, technical, and physical security measures to safeguard against unauthorized access, disclosure, theft, or modification of Customer Data, Customer Property, and Deliverables.

3.2. CONUS Obligation. To the extent that Vendor possesses Customer Data, the storage, Processing, transmission, retention, or other maintenance of Customer Data at rest and all backups shall occur solely in the continental United States of America. Vendor shall not allow Vendor personnel to store, Process, or retain Customer Data on any portable devices, including personal computers, tablets, or cell phones, except to the extent such devices are used and permanently stored or backed up at all times only in the continental United States of America.

3.3. Personnel Safeguards.

3.3.1. *Background Checks.*

3.3.1.1. *Minimum Requirements.* Vendor shall comply with its internal background check policies. Where Vendor does not have an internal background check policy, or in the event Vendor's background check policy is inadequate based on the nature of Customer Data stored or processed by Vendor, Vendor agrees to comply with DOM background check policy. Vendor shall provide DOM and the Purchasing Entity with these background check results in a mutually agreeable form and manner prior to Vendor staff performing services pursuant to this Agreement or a Purchasing Instrument. In the event of an adverse finding, Vendor personnel may be disqualified from performing services under the Agreement in the sole discretion of the applicable Purchasing Entity.

3.3.1.2. *Costs.* Vendor is responsible for all costs associated with any Vendor personnel background checks, regardless of who performs the background checks.

3.3.1.3. *Additional Screening.* DOM and the Purchasing Entity reserves the right to subject Vendor personnel to additional background checks at any time prior to or during any engagement. Such background checks may include a work history, financial review, request for criminal history data, or local or state criminal history check, national criminal history check through the Federal Bureau of Investigation ("FBI"), or other background check requirements imposed or permitted by law, rule, regulation, order, or

policy. Vendor personnel may be required to authorize the release of the results of criminal history checks, including those through the FBI, to one or more other governmental entities. Such background checks may be conducted by the Purchasing Entity or its Authorized Contractors. The Purchasing Entity may also require Vendor to conduct a work history or financial review of Vendor personnel. Vendor shall provide DOM and the Purchasing Entity with these background check results in a mutually agreeable form and manner prior to the commencement of any engagement by Vendor personnel.

3.3.1.4. *Right to Remove Individuals.* The Purchasing Entity and DOM shall have the right at any time to require that the Vendor remove from interaction with the Purchasing Entity or DOM, as applicable, any Vendor representative who the Purchasing Entity or DOM believes is detrimental to its working relationship with the Vendor. The Purchasing Entity or DOM will provide the Vendor with notice of its determination and the reasons it requests the removal. If the Purchasing Entity or DOM signifies that a potential security violation exists with respect to the request, the Vendor shall immediately remove such individual. The Vendor shall not assign the person to any aspect of this Agreement or future work orders without the Purchasing Entity's or DOM's consent.

3.3.2. *Security Awareness Training.* Vendor personnel will be required to take industry-appropriate security training on a commercially reasonable interval.

3.3.3. *Separation of Job Duties and Non-disclosure.* Vendor shall diligently monitor and enforce separation of job duties, and limit access to and knowledge of Customer Property and Customer Data to those Vendor personnel to which such access and knowledge is absolutely necessary to provide the Deliverables hereunder. Vendor personnel may be required to sign the Purchasing Entity's standard confidentiality or non-disclosure agreement(s), or other confidentiality or non-disclosure agreement(s), including as may be required by applicable law, rule, regulation, or policy.

4. Security Incidents and Breaches.

4.1. Security Incident or Data Breach Notification:

4.1.1. *Reporting Requirements.* If Vendor stores, possesses, or Processes Personnel Data or Customer Data, Vendor must report Security Incidents and Security Breaches (collectively "Security Events") to the contact identified in the applicable Purchasing Instrument(s) as well as to the State of Iowa Security Operations Center ("SOC"):

Email: soc@iowa.gov

Local: 515-725-1296

Toll-free: 1-855-422-4357

4.1.2. *Notification Timeframes.* The Vendor shall notify the SOC of Security Events

within the shorter of (a) 72 hours, (b) the timeframe listed in the Purchasing Instrument, or (c) the timeframe imposed by applicable law. Vendor shall only delay notification to DOM and the Purchasing Entity of a Security Event when required to do so by applicable law.

- 4.2. Investigations in Response to Security Events. If Vendor stores, possesses, or Processes Personal Data or Customer Data, the Vendor agrees at its sole expense to take all steps necessary to promptly remedy any Security Event and to fully cooperate with DOM and the Purchasing Entity in investigating and mitigating any damage from such Security Events. Upon notice of any Security Event, the Vendor will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to the Security Event. As soon as practicable during the investigation, the Vendor will deliver to the SOC a Security Event assessment and the Vendor's plans for future mitigation. When DOM notifies Vendor that the investigation into any Security Event has concluded, Vendor will deliver to DOM and the Purchasing Entity a final root cause assessment and future incident mitigation plan as soon as practicable. Vendor agrees that it will not notify any regulatory authority relating to any Security Event unless DOM and the Purchasing Entity specifically request Vendor do so in writing, or unless otherwise required to do so by applicable law.
- 4.3. Exposure for Damages related to Security Events. If Vendor's solution stores, possesses, or Processes Personal Data and the solution creates a Security Event, then Vendor shall be responsible for all damages arising directly or indirectly, in whole or in part, out of any Vendor act or omission related to a Security Event. Any such damages shall be construed as direct damages for purposes of this Agreement, and such damages expressly include any costs, expenses, damages, fines, legal fees (including the time and expense of the Iowa Attorney General's Office), and court costs related to the Security Event.
5. Survives Termination. Vendor's duties, obligations, and liabilities as set forth in this Data Protection Addendum shall survive termination of this Agreement.

Attachment B – HID Software License Agreement

1. Definitions

1.1 The following definitions will apply specifically to this HID Software License Agreement:

- a. “SLA” is intended to mean this Attachment B – HID Software License Agreement.
- b. “you” or “your” is intended to mean the State and/or the Purchasing Entity or Agency listed on the relevant Purchasing Instrument.
- c. “HID” is intended to mean Contractor and its subcontractors, if applicable.

2. Software

2.1 For purposes of this SLA, “Software” means the GuardRFID AllGuard, TotGuard, Argus and Orchestrator software, which may include without limitation software designated for use on mobile devices, personal computers and computer servers and firmware, made available to you by HID in object code form only, together with any upgrades, updates, bug fixes or modified versions made and provided to you by HID (collectively, “Upgrades”) and modifications to the Software made and provided to you by HID (“Modifications”).

3. License

3.1 Subject to the terms and conditions of this SLA (including without limitation the payment of applicable license fees), HID grants you a perpetual, non-exclusive, non-transferable license (the “License”) to use the Software and any user manuals or documentation accompanying the Software (“Documentation”), solely in association with a HID GuardRFID hardware product which you have purchased from HID and for internal business purposes only. The License is subject to the following restrictions:

- a. for Software designated by HID as firmware (“Firmware”), you must only use the Firmware as embedded in or installed on the applicable HID GuardRFID hardware product or on third party hardware supplied or approved by GuardRFID, or, if permitted in writing by HID, you may install the Software on HID-approved hardware you supply;
- b. your use of the Software is limited to the number of users, machines, ports, processors and locations as specified in the purchase agreement or other terms and conditions by which you purchased the License to use the Software (the “Purchase Agreement” or “Purchasing Instrument”). If the Purchase Agreement is silent, then the License is limited to one concurrent client workstation for each License purchased;
- c. any access and use of the Software by your users shall be subject to the terms and conditions of the Special Terms and this SLA;
- d. except as permitted in the Special Terms, you must not transfer, sell, lease, assign, license or sublicense your rights in the Software or the Documentation to any other person or use the Software or Documentation for third-party training, commercial time-sharing, rental, subscription service, hosting, outsourcing or service bureau use or otherwise further distribute, disseminate or transfer the Software to a third party, unless you have obtained HID’s prior written consent;

- e. you must not make error corrections to or otherwise modify or adapt the Software or Documentation or create derivative works based upon the Software or Documentation, or to permit any third party to do the same;
- f. you must not take any action that may subject the Software to any liens, encumbrances, security interests or result in the assignment, transfer or conveyance of any right, title or interest in and to the Software for the benefit of a third party;
- g. you must not remove or obscure any copyright, confidentiality, trade secret or other proprietary rights notices and identifying marks or designs from any component in the Software;
- h. you must not use the Software in any manner to further the development or improvement of any product that does or would compete with the Software, HID or its licensors;
- i. you must not decompile, decrypt, reverse engineer, disassemble or otherwise reduce the Software to human-readable form for any purpose except as may be required by applicable laws; and
- j. you must not provide, disclose, or make available to, or permit use of the Software or Documentation by any third party without HID's prior written consent. For the avoidance of doubt, this Section 3.1(j) is not intended to limit the State and/or relevant Purchasing Entity or Agency from allowing a contractor (e.g., contingent labor employed by a third party, technical support staff employed by a third party, etc.) to utilize the Software or Documentation in support of the State and/or relevant Purchasing Entity or Agency's primary purposes.

4. Installation Services

4.1 Installation services for the Software are not included under this SLA or the License granted under this SLA. Installation services may be made available to you by HID for additional fees or charges under and subject to the terms of the Special Terms.

5. Additional Licenses, Upgrades and Modifications

5.1 Your right to use the Software is limited to the License granted under this SLA and the Special Terms. Except as specifically set out in SLA and the Special Terms, the License does not grant you the right to receive Upgrades or Modifications. If you wish to use the Software beyond the License granted under this SLA, or if you wish to receive Upgrades and Modifications, you must be in good standing under this SLA, have entered into separate licensing and/or support and maintenance agreements with HID for the additional License(s) and the Upgrades and Modifications, and have paid all applicable fees or charges.

6. Evaluation and Beta Copies

6.1 The terms of this SLA will apply to evaluation or beta copies of the Software notwithstanding that HID may not charge a license fee for such evaluation or beta copies. Notwithstanding any other provision of this SLA, the term of an evaluation or beta License will be 30 days. HID does not provide a software warranty for evaluation or beta licenses.

7. Copies and Proprietary Notices

7.1 You may make one back-up copy of the Software, provided you include in that copy all copyright, confidentiality and proprietary notices that appear on the original in the same form and manner that

those notices as on the original. You must not make any other copies of the Software or Documentation without the prior written consent of HID.

8. Ownership

8.1 You acknowledge that, as between HID and you, HID, or its licensors, own the Software and Documentation (including any and all related copyright, patent, trade secret and other intellectual property rights and any improvements, modifications and derivative works thereto) and that you do not have, nor do you acquire by virtue of this SLA, any right, title or interest in the Software or Documentation, other than the limited right to use the Software and the Documentation in accordance with this SLA and the Special Terms.

9. Term and Termination

9.1 This term of this Agreement shall commence on the Effective Date and remain in effect until terminated in accordance with Section 9.2.

9.2 This Agreement may be terminated as follows:

a. either party may immediately terminate this Agreement if the other party becomes insolvent, ceases to do business as a going concern, is adjudged as bankrupt, makes a general assignment for the benefit of creditors, has a receiver or manager appointed for it, takes the benefit of any act in force for insolvent persons, fails to pay its debts when they become due or takes the benefit of any act in force for the winding up or liquidation of corporations;

b. you may terminate this Agreement, without cause, upon 60 days' prior written notice to HID, however, all license fees shall remain due and owing and be non-refundable; or

c. HID may terminate this Agreement upon 60 days' prior written notice to you if any of the following events occur: (i) you fail to pay any undisputed amount due to HID within 30 days after HID gives you written notice of such non-payment; or (ii) you are in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within 30 days after HID gives you written notice of such breach.

9.3 Upon termination of this Agreement by you or HID:

a. you will pay all your outstanding obligations to us;

b. you will return to us all copies of the Software, Documentation and Confidential Information in your possession or destroy all such copies and certify to us that you have done so, in accordance with Attachment A; and

c. all your rights in respect of the Software and Documentation under this Agreement will immediately terminate.

9.4 The following provisions of this Agreement will survive the termination of this Agreement: Sections 8, 9.3, 9.4 and 12 through 14 and any other provisions that by their nature are intended to survive such termination.

10. Limited Software Warranty

10.1 HID warrants that, for the 15 month period commencing on the date of delivery of the Software to you (the "Warranty Period"):

- a. it owns and/or has the right to license the Software free from all liens, claims, encumbrances, security interests and other restrictions;
- b. the Software does not, and use of the Software will not, infringe any valid patents, copyrights, trademarks, trade secrets or other proprietary rights of any third parties;
- c. the media on which the Software is furnished will be free of material defects in materials and workmanship under normal use; and
- d. the Software will substantially conform to the published specifications set out in the Documentation and in HID's Proposal (as defined in Section 1.2.15 of the Special Terms).

10.2 The limited warranty set forth in this Section 10 does not cover defects arising from or as a result of:

- a. misuse, neglect or use of the Software in a manner not authorized by HID;
- b. attempts to repair or modify the Software not authorized by HID;
- c. use of the Software in combination with items, articles, materials, accessories or other products not authorized by HID and not reasonably anticipated by HID in the normal course of business;
- d. installation, integration, or modification of the Software by persons not authorized by HID;
- e. material failure to maintain the Software as specified or required by HID;
- f. accident, negligence, lightning, power surge, brown-out or leaking, damaged or inoperative batteries; or
- g. any cause other than the intended normal use of the Software.

10.3 In the event of discovery of any defect during the Warranty Period in breach of the limited warranty set forth in this Section 10, you agree to provide HID with sufficient detail to allow HID to verify the error, and HID shall use all reasonable diligence to correct such defect.

10.4 The limited warranty set forth in Section 10 extends only to you as the original licensee and will not apply to any purchaser, assignee, sub-licensee or other user of the Software, except as described in Section 1.10.7 of the Special Terms. All warranties will be void if any damages occur as a result of your acts or misapplication or misuse of the Software.

10.5 In the event HID determines that a defect covered by the limited warranty in this Section 10 exists, HID will, in HID's sole discretion, either:

- (a) repair the defective Software; (b) replace the defective Software.

10.6 Third Party Software.

- a. Notwithstanding anything to the contrary in the foregoing, you acknowledge and agree that the Software may include components, integrations, software, code and materials provided by HID third party

suppliers and licensors (“Third Party Software”), and HID makes no representation and warranty with respect to such Third Party Software and they are provided on an “as is,” “where is” basis. Use of Third Party Software shall be subject to the terms and conditions of this Agreement.

b. Third Party Software may only be used in connection with your access and use of the Software and not on a standalone basis or in combination with another third party software or hardware that is not approved by HID; provided, however, this section shall not apply to Third Party Software that is open source software.

c. Third Party Software may be subject to additional terms and conditions and you agree to comply with such terms and conditions located at Third Party Software License List (“Third Party Terms”). To the extent there is any inconsistency or conflict between this Agreement and any Third Party Terms, the Third Party Terms shall prevail to the extent relating to the use of the applicable Third Party Software. Certain Third Party Terms applicable to open source software may grant you additional rights, for example, to obtain a copy of the machine-readable source code of the applicable component or library that is governed by such Third Party Terms, such as under the GNU Lesser General Public License. For requests pertaining to such Third Party Terms, please contact us at GuardRFID-support@hidglobal.com.

d. HID’s suppliers and licensors shall each be a third party beneficiary under this Agreement and shall be entitled to the rights and benefits hereunder and may enforce the provisions hereof against you as if a party hereto, to the extent such rights and benefits relate to or involve the use of the applicable Third Party Software.

11. Support and Maintenance

11.1 HID may make available for a purchase extended support and maintenance services in respect of the Software to extend the warranty period of the Software beyond the 15 months’ Warranty Period. Unless otherwise agreed to in a Purchasing Instrument, any such extended support and maintenance services will be provided at HID’s then-current rates and be subject to the additional terms in Attachment C of this Contract.

11.2 AllGuard Software support will be provided, to customers with a valid software maintenance program agreement, for the most recent major software release and the immediately preceding major software release. Releases are numbered as follows: X.Y.Z where X represents a major release, Y a minor release and Z a patch release. As example if 6.6.0 is the most recent software release, support will be provided for releases 5.0.0 and newer. Once release 7.0.0 is available, support will be provided for releases from 6.0.0 and newer. If a customer site is running an unsupported version, the customer will be expected to update to the most recent version. A charge may be applied for this upgrade. Customers are recommended to upgrade the software at least once a year.

11.3 If requested, HID may, at its sole discretion, provide repairs to the Software for defects not covered under the limited warranty set forth in Section 10 or which occur outside of the Warranty Period. Any such repairs will be provided at HID’s then-current rates for time and materials and will be documented on a separate Purchasing Instrument.

12. Software Limitation

You hereby acknowledge and agree that:

12.1 THE SOFTWARE, OR ANY SYSTEM, HARDWARE, EQUIPMENT OR NETWORK WHICH IS USED IN CONJUNCTION WITH THE SOFTWARE AND WHETHER OR NOT SUPPLIED BY GUARDRFID, IS NOT GUARANTEED TO PREVENT WANDERING PATIENTS, INFANT ABDUCTIONS, INJURY OR DEATH OF PERSONNEL, ASSET DAMAGE/THEFT OR ANY OTHER EVENT FOR WHICH THEY WERE PURCHASED, AND THAT THEY ARE ONLY INTENDED TO PROVIDE ADDITIONAL SAFEGUARDS TO ASSIST IN THE PREVENTION OF EVENTS SUCH AS THOSE DESCRIBED HEREIN; and

12.2 you will put into place procedures, training, safeguards and/or other measures to prevent the dangers provided above as deemed reasonable by the Purchasing Entity.

13. U.S. Government Restricted Rights.

13.1 The software and documentation provided by HID pursuant to this Agreement are "Commercial Items," as the term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to United States Government end users (1) only as Commercial Items and (2) with only those rights as are granted to all other users pursuant to the terms of this Agreement.

14. General Provisions

14.1 Audit. HID, its licensors or their designated third party auditor shall have the right to perform an audit of the information, records, facilities, systems and materials relating to your use of the Software and any Third Party Software included therein, and with respect to your compliance with the terms and conditions of this Agreement. You agree to provide reasonable assistance and access to such information, records, facilities, systems and materials.

Attachment C – HID Software Maintenance Program Agreement

The Guardian PLUS Software Maintenance Program (“SMA”) is designed to keep your GuardRFID® RTLS system maintained at peak efficiency, providing you the highest level of support to ensure the best protection for your valued people and assets.

The SMA covers all software and firmware manufactured or provided by HID and is subject to the terms of the HID Software License Agreement incorporated into this Contract as Attachment B and *GuardRFID Limited Hardware Warranty*. Third party software updates of operating systems and virus protection are not covered in this agreement.

Program Overview

Initial 15-month warranty period

All new systems come with a 15-month software and hardware warranty at no cost. The 15-month period commences on the date of initial product shipment. This initial warranty period ensures that the system is operating as expected, and you receive full support to protect what matters in your facility as staff learn new operating procedures.

The 15-month warranty period is based on a typical system installation of 3 months (90 days), plus 12 months of support after the system goes live. If system installation, or go-live, starts after the anticipated 3-month timeline, the warranty does *not* extend to match.

What is included:

- 1 major software update per year (if a major update is released) and any relevant minor updates during the warranty period. This provides access to any new software functionality and enhancements, plus software support for any new tags and other new release products.
- Access to customer portal for training materials, videos, release notes, announcements
- Technical Support included during normal business hours*
 - Email and website support requests
 - End user support by phone
 - Real-time support by phone/remote login
- After-hours emergency support 24/7/365 (by phone only)

* Normal business hours = 9:00am to 8:00pm ET (6:00am-5:00pm PT) weekdays – [excluding British Columbia Statutory holidays](#)

Guardian PLUS Support

Beyond the initial 15-month warranty period, facilities require an ongoing Guardian PLUS Software Maintenance Program subscription or maintenance program that includes:

- Support for the current major software release and the immediately preceding software release.
- 1 major software upgrade per year (if update is released) and any relevant minor updates.
- Access to any new software functionality and newly released software enhancements.
- Software support for any new tags and other new release products.
- Access to customer portal for training materials, videos, release notes, announcements.

- Copies of system manuals and training videos can also be provided via OneDrive on request.
- Support during business hours
 - Normal business hours = 9:00am to 8:00pm ET (6:00am-5:00pm PT) weekdays – excluding British Columbia Statutory holidays
- Emergency on-call support available 24/7/365
 - 2-hour response time. Ticket to be opened by calling 1.866.785.7343. Emails are not checked after hours.
- Annual remote hardware and system health audit
 - Available on request. Must have a remote connection.
- Access to monthly Clinical Refresher Training
- Access to reduced pricing for additional clinical training hours and onsite recommissioning testing

What is NOT included

The following are not supported by the Guardian PLUS Program.

GuardRFID may only provide advice on some of the following items, and others may incur additional cost. Contact your sales representative or channel partner if you are interested in any of the following:

- Server Moves – customers who choose to move their AllGuard application from one server to another (onsite server, virtual machine, or cloud-based)
- Database Migration – customers who choose to move their database servers
- Computer or server issues – GuardRFID does not support the maintenance of the hardware running the AllGuard Server and Client software.
- Third-party hardware – GuardRFID does not support any third-party hardware that may or may not be integrated with the AllGuard system.
- Cyber security audits and security risk assessments
- Network changes including changing switches or cable runs
- Any onsite work
- *Additional end-user training
- *Unsupported version upgrades – upgrades beyond one major release that will require multiple steps or multi tiers to complete the upgrade.

* Available at an additional cost from GuardRFID.

Software upgrade

AllGuard software support will be provided for the current major software release and the immediately preceding major software release.

For reference, releases are numbered as follows: X.Y.Z where X represents a major release, Y a minor release, and Z a patch release.

When a new version of the software or firmware is available, an email notification with the release notes will be sent to the system administrator.

Upgrades may be performed by GuardRFID Technical Support on request. Arrangements will be made to perform the upgrade at a mutually agreeable time and date. Be aware that upgrades may require a system

reboot, so the system administrator is responsible for notifying users and preparing interim security while the AllGuard system is down during the upgrade. Estimated downtime can range from 2-4 hours depending on the complexity and size of the system.

To schedule an upgrade, the following prerequisites must be met:

- Server hardware and operating system are in step with the latest AllGuard Server software requirements.
- Client workstation hardware and operating system are in step with the latest AllGuard Client software requirements.
- A Guardian PLUS Software Maintenance Program Agreement is in place and is active; OR system is within its initial 15-month warranty period.

To schedule a software upgrade, please contact your Account Manager or GuardRFID-support@hidglobal.com to open a ticket. Once an upgrade has been scheduled, you will be provided with a Microsoft OneDrive link to the latest software.

Technical Support response times

GuardRFID Technical Support will provide help via telephone, email, and remote access (as required) with the following estimated response times:

- Normal business hours support = 9:00am to 8:00pm ET (6:00am-5:00pm PT) weekdays – excluding British Columbia Statutory holidays
 - Telephone requests will receive a response within 2 hours.
 - Email and website support requests will receive a response within 4 hours.
- After-hours emergency support – telephone only – 2-hour response time

Emergency support

After-hours support is provided in emergency situations only. If GuardRFID Technical Support receives an after-hours request for non-emergency support, they reserve the right to respond during the next normal business hours.

A situation is deemed an emergency if the following occurs:

- AllGuard system is down:
 - all the client workstations are unexpectedly offline,
 - the AllGuard Server does not respond to commands from multiple client workstations,
 - Or, all Nodes are offline – tag readers, excitors, etc.

Technical Support process

In order to assist you, tickets opened by emailing GuardRFID-support@hidglobal.com should include facility name, contact information, time of incident and brief description of the problem. If the issue is related to tag, please provide the Tag ID number.

To facilitate a quick resolution to any issues, GuardRFID may request onsite assistance from facility personnel to perform simple site tests or observations.

Remote access details should also be provided in advance to avoid unnecessary delays. GuardRFID will use the recommended remote access methods for the environment, wherever possible. GuardRFID Technical Support has worked with SecureLink, Cisco AnyConnect, Citrix, Bomgar or similar platforms.

- Other means of connection may be used, if mutually agreed upon.
- To provide remote access help, GuardRFID Technical Support must be given administrative rights to the AllGuard service and unrestricted access to the AllGuard Configuration Manager and Event Monitor software. For the avoidance of doubt, Vendor staff will be provided such access under appropriate State supervision.
- The operating system and network environment configuration are critical to the proper operation of the AllGuard software. Temporary administrative access to operating system and network environment, or in lieu of administrative access, live assistance from the assigned network administrator must be provided during troubleshooting.

Escalation path

The management of end user issues is managed by a combination of the facility support team, the GuardRFID channel partner and GuardRFID Technical Support Team. The standard conditions and timeframes for the escalation process are defined below.

Escalation Level	Support Summary
<p>Level 1</p> <p>Issues encountered by the end-user of the AllGuard software. e.g. Alarms not generated</p>	<p>The facility provides the first level of support to system end users.</p> <p>GuardRFID provides training to facility support personnel during system commissioning and may provide follow-up training as a professional service if needed.</p>
<p>Level 2</p> <p>Issues encountered by the system administrator or issues that are difficult to diagnose as they affect both software and hardware. e.g. Node Offline, cannot login</p>	<p>If the facility or GuardRFID channel partner cannot resolve the issue, a ticket is logged with GuardRFID Technical Support. This ticket is assigned to a support agent for investigation and resolution.</p> <p>Tickets that cannot be resolved within 2 business days will be escalated to the next level.</p>
<p>Level 3</p>	<p>Tickets are escalated to the GuardRFID Engineering team for investigation. The Head of Technical Support is notified.</p> <p>If the ticket cannot be resolved within 5 business days, it is escalated to the next level.</p>
<p>Level 4</p>	<p>Tickets are escalated to GuardRFID Product Management and Engineering leadership to take appropriate action.</p> <p>If the ticket cannot be resolved within 20 business days are escalated to the next level.</p>
<p>Level 5</p>	<p>Tickets escalated to the GuardRFID Executive Management team to take appropriate action.</p>

Notes:

1. If the severity of the issue impacts system operation, a workaround may be implemented as a temporary measure until the source cause can be resolved. This may limit the escalation path.
2. The escalation time estimates assume that the customer submitting the request is responsive and the fix can be implemented immediately. If GuardRFID Technical Support must wait for the customer to provide information to proceed to next steps, the *days to escalation* timer is frozen until a response is received.

How to contact Technical Support

For your convenience, there are several ways to contact the GuardRFID Technical Support team:

Email: GuardRFID-support@hidglobal.com

Telephone: 1.866.785.7343

Web: <https://www.guardrfid.com/support/>

Please be aware that after-hours emergency support is available by telephone only. Responses to email requests will be sent the next business day.

When you contact GuardRFID Technical Support, make sure you provide the following information whether you are submitting a written or voice request:

- Your name or name of the requestor
- Facility Name
- Callback phone number
- Email address
- Time of incident
- Brief description of the issue

Customer responsibilities

GuardRFID Technical Support will provide the best support possible while you are a subscribed member of the Guardian PLUS Program, but you are responsible for maintaining your system in the following ways to ensure we are successful in providing you with viable support.

Communicate support information to end-users

You must inform end-users and system administrators of relevant details from the Guardian Software Maintenance Program Agreement.

Remote access

You must provide Remote Access to the installed system. Can be one-time, guided or ongoing.

Network maintenance

You are responsible for maintaining the network infrastructure in your facility. The AllGuard software and GuardRFID infrastructure hardware rely on a functioning TCP/IP network for basic operation. Having a well-maintained network will help GuardRFID Technical Support quickly rule out common network issues and focus on resolving problems with the AllGuard software.

AllGuard software upgrades

By entering into this Agreement, the facility agrees to keep the AllGuard software updated annually to maintain the health of the system. GuardRFID will provide minimum server requirements necessary for each upgrade and it is the responsibility of the facility to ensure these requirements are met prior to each upgrade.

Operating system and other third-party software

GuardRFID is not responsible for the limitations or errors of the operating system, or any third-party software installed on the same network that does not integrate with the AllGuard system.

You are responsible for keeping the operating system and any third-party software in good operating condition to prevent these systems from causing any unexpected fault in the AllGuard software. This includes, but is not limited to:

- applying Windows updates and patches,
- applying third-party software updates,

and ensuring the overall system is secure against malware and other security vulnerabilities.

AllGuard system maintenance testing

It is highly recommended that you perform regular AllGuard system maintenance testing to ensure the software and system operate as expected. This will also allow you to report any potential issues to GuardRFID Technical Support before it becomes a problem.

Disaster recovery

You are responsible for designing and implementing a Disaster Recovery plan that includes the AllGuard system and RTLS devices. GuardRFID is available to provide design advice during the commissioning of the system only.

Terms and Conditions

For ongoing lifetime support of your GuardRFID RTLS system and AllGuard software, you must maintain a subscription to the Guardian PLUS Software Maintenance Program.

The Guardian PLUS subscription or maintenance program anniversary date is determined by calculating a system ship date plus 15 months.

If a Guardian PLUS Program subscription or maintenance program was not purchased at time of initial sale, a GuardRFID Account Manager will contact you prior to the anniversary expiry date to discuss options and pricing. You are also able to contact GuardRFID-sales@hidglobal.com for additional information.

GuardRFID does not operate on time and materials basis. If a support ticket is opened and there is no active agreement in place, commercially reasonable efforts will be made to provide support for emergency situations.

If there is no active Guardian PLUS subscription or maintenance program in place, support will be provided at the following costs in addition to any outstanding balances on the software maintenance agreement:

- \$599 per call (business hours)

- \$799 per call (outside business hours)

Failure to fulfill outstanding invoices may have an impact on the ability to purchase tags in the future.

Systems purchased after June 30, 2023

If SMA is not renewed by the anniversary date, you will be invoiced any missed months (prorated) and for every 3 months the software maintenance lapses. There will also be a contract reinstatement fee (to not exceed 10% of the SMA value).

Unsupported software upgrade fee

If your system is older than the supported versions, upgrading your system to the current standard will incur an additional cost. The Guardian PLUS Program supports the current major software release plus the one preceding (see [Software](#)). To subscribe to the Guardian PLUS Software Maintenance Program, you must upgrade to the current standard or you will not meet the minimum support requirements.

Multi-site or facility group

If your organization manages multiple sites or facilities that use the GuardRFID RTLS system, you can choose to combine the sites into one Guardian PLUS Software Maintenance Agreement with prorated maintenance costs. Please contact your Account Manager or Sales Representative for more info and pricing.



Powering
Trusted Identities



SITE ACCEPTANCE TEST

ACTIVE RFID IMPLEMENTATION

Facility Name	<hospital name>
Solution Implemented	<system>
Test Date	<date>
Manufacturer's Representative	<implementation manager>

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1 Purpose

The purpose of the Site Acceptance Test is to verify and acknowledge that the system installation is complete and that it has been installed and is operating per the manufacturer's specifications within the established operating limits.

As the HID Healthcare RTLS System can be adapted to a multitude of applications, each Site Acceptance Test document is customized to reflect the functionality and operability of the specific system installation it refers to. Similarly, tests are performed based on the specific system design features and integrated hardware to demonstrate their functionality. While several common test procedures are used to test the basic operations of the components in a HID Healthcare RTLS System, the manufacturer will determine which additional methods of testing are appropriate for any given installation.

The Site Acceptance Test represents a significant project milestone and is comprised of these main components:

- Visual inspection of the installed hardware, cabling, connections, and associated devices to establish that the overall quality of the installation meets the manufacturer's installation instructions and requirements.
- Active RFID infrastructure testing to ensure all Tag Readers, Tag Reader Controllers, and Tag Exciters are installed as per system design, are functioning correctly, and communicating with the AllGuard®/TotGuard® Server software.
- Tag location testing to ensure that tags are placed correctly on the user interface to accurately represent their physical location within the facility.
- Graphical user interface acceptance to ensure accuracy and presence of required details.
- Door and elevator functionality testing to ensure that all integrated hardware is functioning in conjunction with the Active RFID system as per system design.

The customer representative will complete the onsite testing by performing the system function and operability test(s). The HID representative will assist remotely with the necessary testing based on system design and integrated features.

Manufacturer's Representative: _____ <implementation manager> _____

Customer's Representative: _____ <customer rep. name> _____

2 System Information

*AllGuard/TotGuard Software Version:	
Tag Reader Firmware Version:	TRC: Click or tap here to enter text. TRR: Click or tap here to enter text. TR2 BL: Click or tap here to enter text. TR2 User: Click or tap here to enter text. TRC2: Click or tap here to enter text.
Tag Exciter Firmware Version:	TE: Click or tap here to enter text. PTE: Click or tap here to enter text.
Keypad Firmware Version:	
Power Supply:	
Integrations:	
Server Name:	
Server Type:	
Server Processor Type:	(e.g. Intel Xeon Gold or equivalent)
Server Cores:	(8 or more recommended for small systems; 16-cores preferred for larger systems, CPU benchmark rating of >10 000)
Server RAM:	(16GB DDR3 min.; 32GB min for Enterprise systems)
Server OS:	(64-bit Windows 10 or later for small systems; 64-bit MS Windows Server 2016, 2025 or later for larger systems)
Database Type:	<input type="checkbox"/> MySQL <input type="checkbox"/> MS SQL
MySQL Database Version	<input type="checkbox"/> 8.0.4 <input type="checkbox"/> 8.4.x LTS <input type="checkbox"/> N/A or included in AllGuard installer (≤ version 8.4.0)
MS SQL Database Version:	<input type="checkbox"/> 2016 <input type="checkbox"/> 2017 <input type="checkbox"/> 2019 <input type="checkbox"/> 2022 <input type="checkbox"/> N/A
*Remote Access:	Escalation Path: who does the facility contact first Facility helpdesk: customer service number Main Contact: who do we contact to assist with remote access
Other system information:	

3 User Groups and Permissions

The following is an example of the permissions that can be assigned to different types of groups. It does not include all the permissions that are available but provides enough permissions to use the system.

Group	Permissions
<input type="checkbox"/> Administrators	Accept Alarm
	Admit Patient
	Assign Image
	Bypass
	Create Asset
	Create Person
	Create User
	Delete Asset
	Delete Person
	Delete User
	Disable Gate
	Discharge Patient
	Edit Alarm Notes
	Edit Asset
	Edit Patient
	Edit Person
	Edit User
	Enroll Mother Tags
	Exit Application
	Manage Scheduled Reports
	Request Report
	Sign Out Asset
	Sign Out Personnel
	Sign Out Patient
	Sign Out Resident
	Start Mustering
	Stop Mustering
	Suspend Patient
Suspend Asset	
View Tag Holders	

	<add any extra permissions>
<input type="checkbox"/> Supervisors	Accept Alarm
	Admit Patient
	Assign Image
	Bypass
	Create Asset
	Create Person
	Create User
	Delete Asset
	Delete Person
	Delete User
	Discharge Patient
	Edit Alarm Notes
	Edit Asset
	Edit Patient
	Edit Person
	Edit User
	Enroll Mother Tags
	Manage Scheduled Reports
	Request Report
	Sign Out Asset
	Sign Out Personnel
	Sign Out Patient
	Start Mustering
Stop Mustering	
Suspend Patient	
View Tag Holders	
<add any extra permissions>	
<input type="checkbox"/> Users	Accept Alarm
	Admit Patient
	Assign Image
	Bypass
	Discharge Patient
	Edit Patient
	Enroll Mother Tags
	Sign Out Asset

	Sign Out Patient
	Suspend Patient
	View Tag Holders
	<add any extra permissions>

4 Installation Quality

The installation of the system has been reviewed by the Manufacturer's Representative. The system has been installed in compliance with the manufacture's installation instructions and requirements.

Comments:

5 RFID Infrastructure

All Tag Readers, Tag Reader Controllers and Tag Exciters installed were tested for functionality and communications. All devices appear online in the Configuration Manager application "Node List" and are observed to be communicating normally with the server via the Event Monitor Utility. All gate hardware was tested in accordance with the Door Functionality Test.

Comments:

6 Tag Location Testing

Tag location testing was performed by placing a test tag at random locations on the floor and its position is observed in the Configuration Manager or AllGuard application. Tag location was found to be acceptable and consistent with the density of installed Tag Readers.

Comments:

7 Graphical User Interface Acceptance

All system graphics on the AllGuard/TotGuard application workstations have been reviewed for accuracy, the level of details required by the customer representative is achieved, and no notable deficiencies have been found.

He/She acknowledges that the floor plans accurately represent the current facility layout and icon names meet facility requirements.

Comments:

8 Door Functionality Test

Acceptance Test Procedure:

Tag Exciter field test:

Exciter field size is appropriate. Tags are detected in all areas of the opening (i.e., to each side and to the floor). Exciter field presence in adjacent rooms is minimized while still providing full protection.

Software and Keypad functionality test:

Door Closed – bring tag into exciter field.

AllGuard/TotGuard Client generates warning alarm.

Yellow LED on Keypad flashes and Keypad chirps.

Entering bypass on Keypad or card reader unlocks door and sets door into bypass mode.

Door lock hardware test:

Door Closed – bring tag into exciter field.

Maglock engages to lock door.

Press on delayed egress bar (if applicable).

Sounder on delayed egress bar sounds (if applicable).

After delay, maglock disengages to unlock door.

Full alarm test:

Door Open – bring tag into exciter field.

AllGuard/TotGuard Client generates exit alarm.

Red LED on Keypad flashes and Keypad beeps loudly.

Entering bypass on Keypad or card reader resets alarm on keypad and client.

Comments:

9 Tag Tamper Test

Acceptance Test Procedure:

Apply and assign tamper tag.

Wait for 1 minute and then remove the tag.

Tag Tamper alarm is generated and appears on the application client.

Tag is re-applied and after 1 minute, the Tag Tamper alarm can be acknowledged.

Comments:

10 In-Cab Elevator Functionality Test

Acceptance Test Procedure:

(Perform the test at each protected elevator.)

Exciter field size is appropriate. Tags are detected in all four corners of the elevator cab to the floor. Exciter field in elevator lobby is minimized while still providing full protection inside cab.

Enter elevator cab with tag.

Elevator door will not close.

Yellow LED on Keypad flashes and Keypad chirps.

Remain in elevator cab – After warning delay timer expires, AllGuard Client generates exit alarm, red LED on Keypad flashes and Keypad beeps loudly.

Enter bypass on Keypad or card reader to allow elevator door to close and sets elevator into bypass mode.

Comments:

11 Bank Elevator Functionality Test

Acceptance Test Procedure:

Tag Exciter field test:

Exciter field size is appropriate. Tags are detected in all areas of the opening (i.e., to each side and to the floor).

Doors Closed – bring tag into exciter field

System does not respond, elevator functions normally

Door Open – bring tag into exciter field

Elevator door will not close

Red LED on keypad flashes and keypad beeps loudly

Removing tag from exciter field will not reset alarm

Alarm message is sent to Lenel OnGuard

Entering bypass on keypad releases elevator and sets elevator into bypass mode

Accepting alarm at client resets alarm

Comments:

13 Punch List

Items remaining to be completed and/or punch list items in order of importance:

Task	Responsibility of...

OWNER ACKNOWLEDGES THAT THE PRODUCTS, OR ANY SOFTWARE, EQUIPMENT, OR NETWORK WHICH IS USED IN CONJUNCTION WITH THE PRODUCTS AND WHETHER OR NOT SUPPLIED BY HID GLOBAL INC DOES NOT GUARANTEE PATIENT/STAFF SAFETY OR THEFT PREVENTION, AND THAT THE PRODUCTS ARE ONLY INTENDED TO PROVIDE ADDITIONAL SAFEGUARDS TO ASSIST IN THE PREVENTION OF EVENTS SUCH AS THOSE DESCRIBED HEREIN.

14 System Acceptance

The test procedures above were performed the week of ___<date>__ and were witnessed by the Customer’s Representative; ___<customer representative>_ who hereby accepts the system on behalf of the Owner effective ___<date>___. To the best of the Customer Representative’s knowledge, the system is functioning in accordance with the Contract Documents and is substantially complete. Any items remaining to be completed and/or punch list items are listed below.

Customer Representative’s Signature _____ Date: _____

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