Iowa Office of the Chief Information Officer
Contracts Declaration & Execution ("CD&E")

Title of Contract: Gartner Research and Advisory Services Master Agreement (**"Agreement"**)		**Contract Number:** **2021BUS0531**
State Agency's Name: Iowa Office of the Chief Information Officer (**"OCIO"**)		
Vendor's Name: Gartner, Inc. (**"Vendor"**).		
Contract to Begin/Effective Date: Date of last signature below	**Date of Expiration:** January 18, 2024	**Annual Extensions:** Up to Seven (7) Annual One Year Renewals.

Preamble. This Agreement for IT Research and Advisory Services is made and is effective as of the Effective Date, by and between the State of Iowa, acting by and through the Iowa Office of the Chief Information Officer (**"OCIO"**), and Gartner, Inc., a corporation organized under the laws of Delaware (**"Vendor"**). 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 Purchasing Entity making individual purchase(s) hereunder.

Documents Incorporated/Order of Precedence. This Agreement and all attachments identified below are incorporated by this reference as if fully set forth herein and together comprise the terms and conditions governing the relationship between the Parties. In the event of any conflict or inconsistency between the various provisions of this Agreement and attachments to this Agreement, such conflict or inconsistency shall be resolved in the following order, provided however, that for the provision of Research and Advisory Services any conflict or inconsistency shall be governed in accordance with the terms of Article 3.1.1 below:

1. First by giving preference to ancillary agreements unique to a Purchasing Entity making purchases hereunder that specifically addresses state, local, or federal regulatory or compliance concerns and which may be incorporated via a Purchasing Instrument. For the sake of clarity, this expressly does not include the project and/or payment specific terms of the Purchasing Instruments themselves, which are lowest in order of priority;
2. Second by giving preference to the specific provisions of the State of Iowa Gartner IT Research and Advisory Services Terms;
3. Third by giving preference to NASPO Contract Number 186840 for IT Research and Advisory Services (**"NASPO Contract"**), *available at* https://www.naspovaluepoint.org/portfolio/it-research-advisory-services/gartner-inc/ issued and awarded by and through the State of Minnesota via NASPO ValuePoint pursuant to Request for Proposal 2000010115 (**"RFP"**).

4. Fourth by giving preference to specific provisions of the RFP;
5. Fifth by giving preference to the Proposal;
6. Sixth by giving preference to the terms of any Purchasing Instruments executed hereunder.

Notes:

This Agreement does not guarantee any minimum level of purchases, usage, or compensation;

This Agreement is available to any Purchasing Entity, including State Agencies and political subdivisions, in the State of Iowa;

This Agreement does not address sensitive data types, such as protected health information, tax information, etc. Pursuant to Section 13.1, Purchasing Entities making purchases hereunder may require Vendor, Vendor Contractors, or Vendor Personnel to execute ancillary agreements to address compliance, legal, confidentiality, and privacy concerns that may be unique to an applicable Purchasing Entity, such as a Business Associate Agreement ("BAA"), Criminal Justice Information System ("CJIS") Security Addendum, or other non-disclosure or confidentiality agreement(s) deemed necessary by the applicable Purchasing Entity.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

Vendor:
Gartner, Inc.

By *(Authorized Signature)*	**Date Signed**
Scott Lyon	June 24, 2021

Printed Name and Title of Person Signing:

Scott Lyon, Director Legal Affairs

Address:

1201 Wilson Blvd., Suite 1700
Arlington, VA 22209

State of Iowa, acting by and through the Iowa Office of the Chief Information Officer:

By ***(Authorized Signature)***	**Date Signed**
Annette M. Dunn	6-25-21

Printed Name and Title of Person Signing:
Annette Dunn, Director

Address:
200 E. Grand Ave.
Des Moines, IA 50309

Iowa Office of the Chief Information Officer

State of Iowa Gartner IT Research and Advisory Services Terms

1. Overview.

1.1. Purpose. This Agreement establishes the terms and conditions pursuant to which a Purchasing Entity may procure Gartner IT Research and Advisory Services.

1.2. Term. The initial term of this Agreement shall be as stated on the CD&E, unless terminated earlier in accordance with the terms of this Agreement. After expiration of the initial term, OCIO shall have the option to extend/renew this Agreement as stated on the CD&E. The initial term and any extensions and renewals shall be collectively referred to herein as the **"Term."** The decision to extend or renew this Agreement shall be at the sole option of OCIO and may be exercised by OCIO by providing written notice to Vendor.

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

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

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

2.1. **"Acceptance"** shall have the meaning set forth in the NASPO Contract at Section 2.

2.2. **Reserved.**

2.3. **Reserved.**

2.4. **"Agreement,"** unless the context requires otherwise, means the collective documentation memorializing the terms of the agreement identified on the CD&E and all other attachments to the CD&E, accompanying the CD&E, or executed under or pursuant to the Agreement.

2.5. **"Authorized Contractors"** means independent contractors, consultants, or other Third Parties (including other Purchasing Entities) who are retained, hired, or utilized by the Purchasing Entity or any Participating Entity to use, maintain, support, modify, enhance, host, or otherwise assist the Purchasing Entity with any Deliverables(s) provided hereunder.

2.6. **"Confidential Information"** means, subject to any applicable federal, state, or local laws and regulations, including Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party (**"Disclosing Party"**) to the other Party (**"Receiving Party"**) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (ii) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (iii) was disclosed to the Receiving Party without restriction by an independent Third Party having a legal right to disclose the information; (iv) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (v) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; (vi) is disclosed or is required or authorized to be disclosed pursuant to law, rule, regulation, subpoena, summons, or the order of a court, lawful custodian, governmental agency, or regulatory authority, or by applicable regulatory or professional standards and in compliance with section 11.5 of this Agreement; or (vii) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

2.7. **"Purchasing Entity Data"** means all information, 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, Participating Entity, 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 Purchasing Entity Owned Deliverables provided hereunder and all originals and copies of any of the foregoing.

2.8. **"Purchasing Entity Property"** means any property, whether tangible or intangible, of or belonging to the Purchasing Entity, including Purchasing Entity Data and Purchasing Entity Owned Deliverables, software, hardware, programs, or other property possessed, owned, or otherwise controlled, maintained, or licensed by the Purchasing Entity, including Third Party Software or Third Party Intellectual Property.

2.9. **"Purchasing Entity-Owned Deliverables"** means any Deliverables discovered, created, or developed by Vendor, Vendor Contractors, or Vendor Personnel at the direction of the Purchasing Entity or for a specific project under this Agreement, including all intellectual property rights and proprietary rights arising out of, embodied in, or related to such

Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto, including any underlying Source Code and related Documentation.

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

2.11. **Reserved.**

2.12. **Reserved.**

2.13. **Reserved.**

2.14. **Reserved.**

2.15. **Reserved.**

2.16. **"Finally Determined"** means when a claim or dispute has been finally determined by a court of competent jurisdiction or other agreed-upon governing body and either (a) no associated appeal has timely been sought if capable of being sought, or (b) any and all appellate rights properly exercised have otherwise been exhausted.

2.17. **"Purchasing Entity"** means any entity, as defined in Iowa Code Section 8A.101, or any successor provision to that section. The term Purchasing Entity includes the Executive Branch, Legislative Branch, Judicial Branch, agencies, independent agencies, courts, boards, authorities, institutions, establishments, divisions, bureaus, commissions, committees, councils, examining boards, public utilities, offices of elective constitutional or statutory officers, and other units, branches, or entities of government, including political subdivisions or other local entities.

2.18. **Reserved**

2.19. **"Office of the Chief Information Officer"** or **"OCIO"** means the Office of the Chief Information Officer of the State of Iowa established by Iowa Code chapter 8B.

2.20. **"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, 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 law, statute, directive, regulation, policy, standard, interpretation, order (including any and all legislative or regulatory amendments or successors thereto) regarding privacy, data protection, information security obligations, or the processing of personal data. For the avoidance of doubt, Personal Data shall include:

2.20.1. **"Federal Tax Information"** or **"FTI,"** as defined by Internal Revenue Service (**"IRS"**) Publication 1075 (**"Pub 1075"**), *available at* https://www.irs.gov/pub/irs-pdf/p1075.pdf, and corresponding Internal Revenue Code (**"IRC"**) rules and regulations;

2.20.2. Any data or information covered under or protected by Iowa Code chapter 715C; and

2.20.3. Any data or information covered under or protected by Iowa Code sections 422.20 and 422.72.

For purposes of this definition and this Agreement, **"Process"** or **"Processing"** or **"Processed"** 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.

2.21. **"Proposal"** or **"Vendor's Proposal"** means Vendor's Response to the RFP.

2.22. **"Purchasing Instrument"** means an individual transactional document executed hereunder for the purchase of Services or Deliverable(s) pursuant to this Agreement, including a **"Purchase Order"** or **"Statement of Work"** executed hereunder (*see* the Sample Purchasing Instrument/Statement of Work attached hereto for a sample Statement of Work), regardless of form, and which identifies the specific Services or Deliverable(s) to be purchased and any Acceptance Criteria or Specifications related thereto.

2.23. **"Purchasing Entity"** means any entity executing a Purchasing Instrument hereunder.

2.24. **"Request for Proposal"** or **"RFP"** means the Request for Proposal identified on the CD&E, including any attachments or amendments thereto.

2.25. **"Security Breach"** means the unauthorized acquisition of or access to Purchasing Entity Data or related Deliverables by an unauthorized person that compromises the security, confidentiality, or integrity of Purchasing Entity Data or related Deliverables, including instances in which internal personnel access systems in excess of their user rights or use systems inappropriately. **"Security Breach"** shall also be deemed to include any breach of security, confidentiality, or privacy as defined by any applicable law, rule, regulation, or order.

2.26. "**Services**" means the Research and Advisory Services as defined and governed by "Section 39 Special Research and Advisory Terms" of the NASPO Agreement.

2.27. **"Software"** means any and all other software, programs, applications, modules, and components, in object code form, all related Documentation, Enhancements, and Source Code, and all copies of the foregoing.

2.28. **"Source Code"** means the human-readable source code, source program, scripts, or programming language, including, but not limited to, HTML, XML, XHTML, Visual Basic, and JAVA, for or related to any Software. Source Code includes all source code listings, instructions (including compile instructions), programmer's notes, commentary, and all related technical information and Documentation, including all such information and Documentation that is necessary or useful for purposes of maintaining, repairing, or making modifications or enhancements to the Software and the Source Code.

2.29. **"Special Terms and Conditions"** means any attachment hereto entitled, in whole or in part, **"Special Terms and Conditions."**

2.30. **"Specifications"** means any and all specifications, requirements, technical standards, performance standards, representations, warranties, criteria, and other specifications related to any Deliverable(s) described or stated in this Agreement (including any exhibit

or documentation attached to, or provided in connection with, this Agreement), any Purchasing Instrument(s), the RFP, the Proposal, and, solely to the extent not inconsistent with the foregoing, the Documentation.

2.31. **"Participating Entity"** means the State of Iowa acting by and through the Office of the Chief Information Officer.

2.32. **"Third Party"** means a person or entity (including any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to this Agreement.

2.33. **"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, as applicable, including:

2.33.1. As it relates to intellectual property provided to the Purchasing Entity by Vendor, intellectual property comprising or embedded in the Deliverables provided by Vendor under this Agreement.

2.33.2. As it relates to intellectual property provided to Vendor by the Purchasing Entity, intellectual property comprising or embedded in any Purchasing Entity Property,

2.34. **"Third Party Software"** means any software owned or licensed by a Third Party.

2.35. **"Value-Added Services"** means products, equipment, hardware, Software, or services the Purchasing Entity procures through Vendor or Vendor Contractors, directly or indirectly, hereunder, including goods or services:

2.35.1. Which may have been expressly identified in the RFP or Proposal as optional goods or services available for purchase hereunder; or

2.35.2. Which are otherwise generally deemed incidental to the total transaction.

2.36. **"Vendor"**, in addition to its meaning in the CD&E, shall, unless the context clearly requires the contrary, be deemed to include Vendor Contractors and Vendor Personnel.

2.37. **"Vendor Personnel"** means employees, agents, independent contractors, or any other staff or personnel acting on behalf of or at the direction of Vendor or any Vendor Contractor performing or providing Services under this Agreement.

2.38. **"Vendor Contractor(s)"** means any of Vendor's authorized subcontractors, affiliates, subsidiaries, or any other Third Party acting on behalf of or at the direction of Vendor, directly or indirectly, in performing or providing Services under this Agreement.

3. Services.

3.1. Performance.

3.1.1. *Generally*. Vendor shall commence, complete, and deliver all work and provide all Services as defined by this Agreement and/or any Purchasing Instrument(s) executed by a Purchasing Entity hereunder.

With the exception of a termination by the Participating Entity or a Purchasing Entity pursuant to Section 10.4 (Termination Due to Lack of Funds or Change in Law), the parties mutually agree, notwithstanding terms and conditions that may appear elsewhere in the body of this Agreement or any Participating Addendum the terms and conditions set forth at Article 39, Special Research and Advisory

Terms of the NASPO Agreement shall control the provisions of all subscription based Research and Advisory Services provided by Vendor to all Purchasing Entities. Although subscription services purchased pursuant to a Purchasing Instrument may include pricing for multiple renewal periods, such subscription services are terminable by the Purchasing Entity without penalty at the end of each renewal period.

3.1.2. *Purchasing Instruments.*

3.1.2.1. *Generally.* Purchasing Entities and Vendor may execute individual Purchasing Instrument(s) identifying specific Services to be purchased and provided hereunder and defining related Acceptance Criteria, Specifications, or terms and conditions associated with the performance and provisioning of such Services. Individual Purchasing Instruments will be effective and become valid and enforceable only when signed by both the Purchasing Entity and Vendor. Once a Purchasing Instrument has been executed, Vendor will carry out and complete the duties and responsibilities set forth in the applicable Purchasing Instrument in accordance with the terms, conditions, requirements, Specifications, and Acceptance Criteria set forth in this Agreement, including any Special Terms and Conditions, the Purchasing Instrument, the RFP, the Proposal, and any Service Level Agreement or any related attachments or documents attached hereto or associated herewith, including a "project plan(s)" or other similarly captioned document.

3.1.2.2. *Amendments to Purchasing Instruments.* A Purchasing Instrument may be amended, modified, or replaced at any time during the Term upon the mutual written consent of Vendor and the applicable Purchasing Entity.

3.1.2.3. Reserved.

3.1.3. *Delivery.*

3.1.3.1. *Risk of Loss.* To the extent any Deliverable(s), including any hardware or equipment, are mailed or shipped, Vendor or Vendor Contractors shall bear all freight, shipping, handling, and insurance costs for the delivery and shall bear all risk of loss, including any losses resulting from any damage to or destruction, in whole or in part, which may occur prior to the delivery.

3.1.3.2. Reserved.

4. Compensation and Additional Rights and Remedies.

4.1. Pricing/Compensation. The fees for the Services, shall be in accordance with the NASPO Agreement and as set forth in the applicable Purchasing Instrument(s). Failure of the Purchasing Entity to pay any undisputed fees that may be owing in accordance with the terms of this Agreement shall not result in any suspension or termination of any Services, so long as payment of such undisputed fees is made within the applicable cure period.

4.2. No Additional Fees. Other than as permitted by Section 4.1 (Pricing/Compensation), the Purchasing Entity shall not be obligated to pay any other compensation, fees, expenses, costs, charges or other amounts to Vendor in connection with this Agreement or any

Purchasing Instrument(s). For the avoidance of doubt, there shall be no reimbursable expenses associated with this Agreement, and Vendor shall be solely responsible for all other costs, charges, and expenses it incurs in connection with this Agreement, including equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, travel and lodging, and all other operational and administrative costs and expenses.

4.3. Payment does not Imply Acceptance. Payment, including final payment, shall not be construed as acceptance of any Services with Deficiencies, Errors, or incomplete work, and Vendor shall remain responsible for full performance in strict compliance with the terms and conditions of this Agreement. 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 that Vendor may have or be capable of asserting against the Purchasing Entity.

4.4. Invoices. Vendor shall submit an invoice to the Purchasing Entity requesting payment of the fees or other compensation to which it is entitled under Section 4.1(Pricing/Compensation). All invoices submitted by Vendor shall comply with all applicable rules concerning payment of such fees, charges, or other claims and shall contain appropriate documentation as necessary to support the fees or charges included on the invoice and all information reasonably requested by the Purchasing Entity. The Purchasing Entity shall 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 day shall not, to the extent applicable, act as an implied waiver of Iowa Code section 8A.514. Notwithstanding anything herein to the contrary, the Governmental Entity shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if the Governmental Entity believes the invoice is inaccurate or incorrect in any way. Notwithstanding, the Participating Purchasing Entity, in its sole discretion, may elect to prepay fees for services and deliverables in accordance with applicable laws, rules, policies, and procedures, including State of Iowa Accounting Policies and Procedures, *available at*: https://das.iowa.gov/state-accounting/sae-policies-procedures-manual.

4.5. **Reserved**.

4.6. Erroneous Payments and Credits. Vendor shall promptly pay or refund to the Purchasing Entity the full amount of any overpayment or erroneous payment within ten (10) business days after either discovery by Vendor or notification by the Purchasing Entity of the overpayment or erroneous payment. In the event Vendor fails to timely pay or refund any amounts due the Purchasing Entity under this Section 4.6 (Erroneous Payments and Credits), the Purchasing Entity may charge interest of one percent (1%) per month compounded on the outstanding balance each month after the date payment or refund is due, or the maximum amount otherwise allowed by law, whichever is greater. The Purchasing Entity may, in its sole discretion, elect to have Vendor apply any amounts due and owing the Purchasing Entity under this Section 4.6 (Erroneous Payments and Credits) against any amounts payable by the Purchasing Entity under this Agreement.

4.7. **Reserved**.

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 the Purchasing Entity determines:

4.8.1. Vendor has failed to perform any of its duties or obligations as set forth in this Agreement; or

4.8.2. Reserved.

No interest shall accrue or be paid to Vendor on any compensation or other amounts withheld or retained by the Purchasing Entity under this Agreement.

4.9. Reserved.

4.10. Reserved.

4.11. Reserved.

4.12. Survives Termination. Vendor's duties, obligations, and liabilities as set forth in this Section 4 (Compensation and Additional Rights and Remedies) shall survive termination of this Agreement and shall apply to all acts or omissions taken or made in connection with Vendor's, Vendor Contractor's, or Vendor Personnel's performance of this Agreement regardless of the date any potential claim or breach is made or discovered by the Purchasing Entity or its Authorized Contractors.

4.13. Administrative Fees. Without affecting the prices/rates, Vendor is authorized to charge the Purchasing Entity hereunder, Vendor shall provide to OCIO a 1.00% administrative fee on the sales made by and through this PO. This 1.00% administrative fee shall be paid quarterly to:

Attn: Business Services Division Administrator

Iowa Office of the Chief Information Officer

200 E Grand Ave.

Des Moines, IA 50309

Payment shall be made in accordance with the following schedule:

Period End	Fee Due
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

5. Reserved.

6. Limitation of Liability. If the NASPO Contract or any Related Agreements contain any provision(s) limiting Vendor's liability or providing for sole and exclusive remedies, any such provision(s) shall be superseded by or subject to the following, as applicable: Notwithstanding anything in the NASPO Contract or any Related Agreements to the contrary, and solely to the extent permitted by applicable laws, rules and regulations: (a) the maximum liability of either Party, including the Purchasing Entity, for direct damages shall be one times the Contract Value (**"Contract Value"** is defined as the aggregate total compensation to be paid by the State of Iowa

under the entire term, including all renewals and extensions); and (b) neither Party, including the Purchasing Entity, shall be liable to the other for consequential, incidental, indirect, special, or punitive damages; provided, however, under no circumstances shall the foregoing limitations or any other provision in the NASPO Contract or any Related Agreement 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:

6.1. Intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or gross negligence;

6.2. Death, bodily injury, or damage to real or personal property;

6.3. Any contractual obligations of Vendor pertaining to indemnification; intellectual property; liquidated damages; compliance with applicable laws; and/or confidential information;

6.4. Claims arising under the NASPO Contract or any Related Agreements 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 personal property caused by Vendor's negligence or willful conduct.

Notwithstanding anything in the NASPO Contract or any Related Agreements to the contrary, nothing in the NASPO Contract or any Related Agreements shall be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the State of Iowa or any Purchasing Entities making purchases by leveraging the NASPO Contract, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise.

7. Reserved.

8. Representations, Warranties, and Covenants.

8.1. Reserved.

8.2. Reserved.

8.3. 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 Services to the Purchasing Entity hereunder and to assign, grant, and convey the rights, benefits, licenses and other rights assigned, granted, or conveyed 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 Services 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 Services without suit, disruption, or interruption.

8.4. Intellectual Property. Vendor represents and warrants that: (i) the Services and all intellectual property rights therein and related thereto); and (ii) the Purchasing Entity's use of, and exercise of any rights with respect to, the Services, (and all intellectual property rights therein and related thereto), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress, or other intellectual property right, proprietary right, or personal right of any Third Party. Vendor further represents and warrants there is no pending or threatened

claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret related to any Services. Vendor shall inform the Purchasing Entity in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, Vendor shall, at the Purchasing Entity's request and at Vendor's sole expense: (i) procure for the Purchasing Entity the right or license to continue to use the Deliverable(s) at issue, or relevant aspect thereof; (ii) replace the infringing, violating, or misappropriated aspects of such Deliverable(s) with a functionally equivalent replacement; (iii) modify or replace the affected portion of the Deliverable(s), the with a functionally equivalent or superior Deliverable(s) free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable(s) at issue and refund to the Purchasing Entity all fees, charges, and any other amounts paid by the Purchasing Entity under this Agreement or any related agreement with respect to such Deliverable(s). In addition, Vendor agrees to indemnify and hold harmless the Purchasing Entity and its officers, directors, employees, officials, and agents as provided in the Indemnification section of this Agreement, including for any breach of the representations and warranties made by Vendor in this Section 8.4 (Intellectual Property). The foregoing remedies shall be in addition to and not exclusive of other remedies available to the Purchasing Entity under this Agreement or otherwise and shall survive termination of this Agreement.

8.5. Workmanlike Manner. Vendor represents, warrants, and covenants that all Services to be performed under this Agreement shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and conditions of this Agreement and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Agreement, the Parties agree that the applicable specification shall be the generally accepted industry standard. So long as the Purchasing Entity notifies Vendor of any Services performed in violation of this standard, Vendor shall re-perform the Services at no cost to the Purchasing Entity, such that the Services are rendered in the above-specified manner, or if Vendor is unable to perform the Services as warranted, Vendor shall reimburse the Purchasing Entity any fees or compensation paid to Vendor for the unsatisfactory Services.

8.6. Compliance with Law. Vendor represents, warrants, covenants, and promises that Vendor, Vendor Contractors, and Vendor Personnel have complied with, and shall continue to comply, and, to the extent applicable, the Services comply with all applicable federal, state, foreign, and local laws, rules, regulations, codes, standards, ordinances, and orders both generally and in connection with the performance of this Agreement

8.7. No Conflicts. Vendor represents, warrants, and covenants that no relationship existed at the time of the formation of this Agreement, or will exist during the Term of the Agreement, between Vendor, Vendor Contractors, or Vendor Personnel and the Purchasing Entity or the State of Iowa or any of its employees or Authorized Contractors that is or may constitute a conflict of interest or appearance of impropriety, or that would conflict in any manner or degree with the performance of its obligations under this Agreement. To the extent applicable, the provisions of Iowa Code Chapter 68B shall apply to this Agreement and any Purchasing Instruments executed hereunder, and Vendor, Vendor Contractors, and Vendor Personnel shall not engage in or permit any Third Party to engage in any conduct that would violate that chapter.

8.8. Up to Date on Payments. Vendor represents and warrants that it is not in arrears with respect to the payment of any monies due and owing the State of Iowa, including the payment of taxes and employee benefits, and covenants and warrants it will not become so during the Term, or any extensions thereof.

8.9. Documentation. Vendor represents, warrants, and covenants that during the Term, all Documentation will accurately reflect the operation of any Deliverable(s) to which the Documentation pertains, and the Documentation will enable the Purchasing Entity to use such Deliverable(s) for their intended purposes.

8.10. Reserved.

8.11. Cumulative Warranties. Except to the extent otherwise provided herein, Vendor's warranties provided in this Section 8 (Representations, Warranties, and Covenants) are in addition to and not in lieu of any other warranties provided in this Agreement. All warranties provided for in this Agreement shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to the Purchasing Entity.

8.12. Survives Termination. Vendor's duties, obligations, and liabilities as set forth in this Section 7 (Representations, Warranties, and Covenants) shall survive termination of this Agreement and shall apply to all acts or omissions taken or made in connection with Vendor's, Vendor Contractor's, or Vendor Personnel's performance of this Agreement regardless of the date any potential claim or breach is made or discovered by the Purchasing Entity or its Authorized Contractors.

9. Indemnification.

9.1. Vendor. Notwithstanding anything in the NASPO Contract or any Related Agreements to the contrary, any right or obligation of Vendor to defend the Participating Purchasing Entity or State of Iowa, or any of their employees, officers, board members, agents, representatives, officials, or other like individuals, shall be deleted and/or replaced and superseded solely with an obligation to indemnify and hold harmless the Participating Entity, Purchasing Entity, or State of Iowa, including its employees, officers, board members, agents, representatives, officials, or other like individuals (**"State Indemnitees"**). For the avoidance of doubt, Vendor shall have no right or obligation to defend any State Indemnitees or be deemed to have been granted settlement authority as it relates to any claims made against any Indemnitees; provided that the State of Iowa may, solely to the extent permitted by applicable law, be required to: (i) notify Vendor in writing of any claims for which it or any State Indemnitees may subsequently seek reimbursement within a reasonable time; and (ii) afford Vendor the right to participate in an advisory capacity in the defense and settlement of any claims for which it or any State Indemnitees may subsequently seek reimbursement.

9.2. State of Iowa. Notwithstanding anything in the NASPO Contract or any Related Agreements to the contrary, the Participating Entity, Purchasing Entity, and State of Iowa shall under no circumstances have any obligation to defend, indemnify, or hold harmless Vendor or its subcontractors, agents, or other third parties acting on its behalf or otherwise related to it for any reason (**"Vendor Indemnitees"**). Solely to the extent permitted by applicable law, any obligation of the Participating Entity, Purchasing Entity, or State of Iowa to defend, indemnify, or hold harmless Vendor Indemnitees in the NASPO Contract or any Related Agreements shall be deleted and/or replaced and superseded with a contractual obligation between the Participating Entity, Purchasing Entity, and Vendor as it pertains to the content/subject matter related thereto.

10. Default and Termination.

10.1. Termination for Cause. The Participating Entity may terminate this Agreement, or a Purchasing Entity may terminate a Purchasing Instrument(s), upon written notice of Vendor's breach of any material term, condition, or provision of this Agreement or the applicable Purchasing Instrument, if such breach is not cured within the time period specified in the notice of breach or any subsequent notice or correspondence delivered by the Participating Entity or Purchasing Entity to Vendor, provided that cure is feasible. Any time allowed for cure of a default shall not eliminate or reduce any liability Vendor may have for any damages, including any liquidated damages. In addition, the Participating Entity or Purchasing Entity may terminate this Agreement or Purchasing Instrument effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:

10.1.1. Vendor, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;

10.1.2. Vendor's or Vendor Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

10.1.3. Dissolution of Vendor or any parent or affiliate of Vendor owning a controlling interest in Vendor;

10.1.4. Vendor terminates or suspends its business;

10.1.5. Vendor's authorization to engage in business either in Iowa or where organized is suspended, terminated, revoked, or forfeited;

10.1.6. Vendor or Vendor Personnel has failed to comply with any applicable international, federal, state, or local laws, rules, ordinances, regulations, standards, or orders when performing within the scope of this Agreement; or

10.1.7. The Governmental Entity determines or believes Vendor has engaged in conduct that has or may expose the Governmental Entity to material liability;

10.1.8. Vendor or any Deliverable(s) infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress, or any other intellectual property right or proprietary right, or misappropriates or allegedly misappropriates a trade secret; or

10.1.9. Any of the following has been engaged in by or occurred with respect to Vendor or any corporation, shareholder, or entity having or owning a controlling interest in Vendor:

10.1.9.1. Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect;

10.1.9.2. Filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

10.1.9.3. Consenting to any relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

10.1.9.4. Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;

10.1.9.5. Making an assignment for the benefit of creditors;

10.1.9.6. Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Vendor's performance of its obligations under this Agreement; or

10.1.9.7. Taking any action to authorize any of the foregoing.

The right to terminate this Agreement or applicable Purchasing Instrument pursuant to this Section 10.1 (Termination for Cause) shall be in addition to and not exclusive of other remedies available to the terminating Entity and, notwithstanding any termination, the terminating Entity shall be entitled to exercise any other rights and pursue any remedies available under this Agreement, in law, at equity, or otherwise. Vendor shall notify the Participating Entity in writing if any of the foregoing events occur that would authorize the Participating Entity to immediately terminate this Agreement or a Purchasing Entity a Purchasing Instrument.

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

10.3. Reserved.

10.4. Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, the Purchasing Entity shall, upon written notice, have the right to terminate this Agreement or a Purchasing Instrument, in whole or in part, without penalty or liability and without any advance notice as a result of any of the following:

10.4.1. The legislature, governor, or other applicable governing body fail, in the sole opinion of the Purchasing Entity, to appropriate funds sufficient to allow the Purchasing Entity to either meet its obligations under this Agreement or the applicable Purchasing Instrument or to operate as required and to fulfill its obligations under this Agreement or the applicable Purchasing Instrument;

10.4.2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Purchasing Entity to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Purchasing Entity in its sole discretion;

10.4.3. If the Purchasing Entity's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;

10.4.4. If the Purchasing Entity's duties, programs, or responsibilities are modified or materially altered; or

10.4.5. If there is a decision of any court, administrative law judge, or arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the Purchasing Entity's ability to fulfill any of its obligations under this Agreement or the applicable Purchasing Instrument.

10.5. Limitation of Payment Obligations. In the event of a termination of this Agreement or a Purchasing Instrument for any reason (except for termination by the Purchasing Entity pursuant to Section 10.1 (Termination for Cause), the Purchasing Entity shall pay only those amounts, if any, due and owing to Vendor for Services for which Acceptance has been provided by the Purchasing Entity up to and including the date of termination of this Agreement or the applicable Purchasing Instrument and for which the Purchasing Entity is otherwise obligated to pay pursuant to this Agreement; provided however, that the Purchasing Entity's obligation to pay Vendor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Vendor's claim. Notwithstanding the foregoing, this Section 10.5 (Limitation of Payment Obligations) in no way limits the rights or remedies available to the Purchasing Entity and shall not be construed to require the Purchasing Entity to pay any compensation or other amounts hereunder in the event of Vendor's breach of this Agreement or any amounts otherwise withheld by the Purchasing Entity in accordance with the terms of this Agreement. Notwithstanding anything in this Agreement or any related agreement to the contrary, the Purchasing Entity shall not be liable, under any circumstances, for any of the following:

10.5.1. The payment of unemployment compensation to Vendor Personnel;

10.5.2. The payment of workers' compensation claims, which occur during the Agreement or extend beyond the date on which the Agreement terminates;

10.5.3. Any costs incurred by Vendor, Vendor Contractors, or Vendor Personnel in the performance of the Agreement, including startup costs, overhead, or other costs associated with the performance of the Agreement;

10.5.4. Any damages or other amounts, including amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Agreement; or

10.5.5. Any taxes Vendor may owe in connection with the performance of this Agreement, including sales taxes, excise taxes, use taxes, income taxes, or property taxes.

10.6. Reserved.

10.7. 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 set forth in this Agreement which:

10.7.1. The Parties have expressly agreed in writing survive any such expiration or termination, including as set forth in the following Sections:

10.7.1.1. 4 (Compensation and Additional Rights and Remedies);

10.7.1.2. 7 (Ownership and Intellectual Property);

10.7.1.3. 8 (Representations, Warranties, and Covenants);

10.7.1.4. 9 (Indemnification);

10.7.1.5. 10 (Term and Termination);

10.7.1.6. 11 (Confidentiality);

10.7.1.7. 12 (Security/Privacy, Business Continuity, and Disaster Recovery); and

10.7.1.8. 13 (General Provisions).

10.7.2. Remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

10.8. **Termination for Non-Appropriation.** Notwithstanding anything in the NASPO Contract or any Related Agreements to the contrary, and in addition to any other termination provision(s) set forth therein, in the event of a Non-Appropriation Event, the Participating Entity, or the Purchasing Entity may terminate this Agreement or a Purchasing Instrument in whole or in part, without advance notice and without penalty or liability to the terminating Entity. In the event of such termination, any further obligation owed to Vendor by the Participating Entity or Purchasing Entity shall be limited by, and subject to, legally available funds. For purposes of this Section the term **"Non-Appropriation Event"** means any of the following:

10.8.1. The legislature or governor fail, in the sole opinion of the Purchasing Entity, to appropriate funds sufficient to allow the Purchasing Entity to either meet its obligations under the PO, this Agreement, the NASPO Contract, or any Related Agreements or to operate as required or to fulfill its obligations under the same;

10.8.2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Purchasing Entity (regardless of the source of funding or revenues) to make any payment in accordance with the terms of this Agreement, the NASPO Contract, or any Related Agreements are insufficient or unavailable for any other reason as determined by the Purchasing Entity in its sole discretion;

10.8.3. If the Purchasing Entity's authorization to conduct its business or engage in activities or operations related to the subject matter of the PO, this Agreement, the NASPO Contract, or any Related Agreements is withdrawn or materially altered or modified;

10.8.4. If the Purchasing Entity's duties, programs, or responsibilities are modified or materially altered; or

10.8.5. If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the Purchasing Entity's ability to fulfill any of its obligations under this Agreement, the NASPO Contract, or any Related Agreements.

11. Confidentiality.

11.1. Vendor's Treatment of Confidential Information.

11.1.1. *Limited Access.* Purchasing Entity Data shall at all times remain the property of the Purchasing Entity, and the Purchasing Entity shall retain exclusive rights thereto and ownership thereof. Vendor, Vendor Contractors, and Vendor Personnel may have access to Purchasing Entity Data solely to the extent necessary to carry

out their duties under the Agreement. Vendor, Vendor Contractors, or Vendor Personnel shall presume all Purchasing Entity Data is considered confidential, hold all Purchasing Entity Data in the strictest confidence, and use and permit use of Purchasing Entity Data solely for the purposes of providing Services, under this Agreement, subject to any restrictions set forth herein or in any state and federal laws, rules, regulations, standards, and orders applicable either during the Term or thereafter. Vendor, Vendor Contractors, and Vendor Personnel shall not gather, store, log, archive, use, or otherwise retain Purchasing Entity Data in any manner other than as expressly authorized by this Agreement and will not disclose, distribute, sell, commercially or politically exploit, share, rent, assign, lease, or otherwise transfer or disseminate Purchasing Entity Data to any Third Party, except as expressly permitted hereunder or as Vendor may be expressly directed in advance by the Purchasing Entity in writing. Vendor, Vendor Contractors, and Vendor Personnel shall not remove from any Purchasing Entity facilities or retain a copy of any Purchasing Entity Data unless such removal or retention is necessary to provide or perform Services to fulfill their obligations under this Agreement or is otherwise approved by the Purchasing Entity in writing. Vendor will immediately report the unauthorized disclosure of Purchasing Entity Data to the Purchasing Entity.

11.1.2. *Destruction or Return of Purchasing Entity Data*. Upon completion of duties under this Contract or upon the specific direction of the Department, the contractor shall certify that the tax information processed and any output generated during the performance of duties under this Contract has been completely purged from all information storage components, including, but not limited to data center facility, laptops, computers, and other storage devices. If immediate purging of all information storage components is not possible, the contractor shall certify that any tax information remaining in any storage component shall be safeguarded to prevent unauthorized disclosures until it has been purged. Once all tax information processed and output generated has been completely purged, the contractor shall submit a signed certification to the Department to that effect.

11.1.2.1. To the extent Vendor is required to destroy Purchasing Entity Data pursuant to this Section 11.1.2 (Destruction or Return of Purchasing Entity Data) or any other part of this Agreement, Purchasing Entity Data shall be permanently deleted and shall not be recoverable, in accordance with National Institute of Standards and Technology (**"NIST"**)-approved methods.

11.1.3. *Compelled Disclosures*. In the event that a subpoena or other legal process is served upon the contractor for records containing tax information, the contractor shall promptly notify the Department and cooperate with the Department and the IRS in any lawful effort to protect the tax information.

11.2. Treatment of Vendor's Confidential Information.

11.2.1. *Safeguarding Obligation.* Except as provided or contemplated herein, and subject to applicable state, federal, or international laws, rules, regulations, or orders (including Iowa Code Chapter 22 and any corresponding implementing rules, regulations, or orders), the Purchasing Entity shall not intentionally disclose Vendor's Confidential Information to a Third Party (excluding the Purchasing Entity's Authorized Contractors) without the prior written consent of Vendor.

11.2.2. *Destruction or Return of Vendor's Confidential Information*. Upon termination or expiration of this Agreement or an applicable Purchasing Instrument, the Purchasing Entity shall, except to the extent otherwise required by applicable laws, rules, procedures, or record retention schedules/requirements, return or destroy, at Vendor's option, all of Vendor's Confidential Information (excluding items subject to any continuing licenses inuring to the benefit of the Purchasing Entity hereunder or that are required for use of any Purchasing Entity Owned Deliverables or other Deliverables to which the Purchasing Entity has a continued right to use).

11.2.3. *Compelled Disclosures.* Notwithstanding and in addition to the foregoing, the Purchasing Entity may disclose Vendor's Confidential Information:

11.2.3.1. Pursuant to any legal, judicial, regulatory, or administrative proceedings, subpoena, summons, deposition, interrogatory, requests for documents, order, ruling, civil investigative demand, or other legal, administrative, or regulatory processes;

11.2.3.2. Pursuant to any applicable laws, rules, or regulations;

11.2.3.3. If the Purchasing Entity reasonably determines such information is not a confidential record pursuant to Iowa Code Section 22.7 or other applicable laws, rules, and regulations; or

11.2.3.4. If the Purchasing Entity, in the Purchasing Entity's sole discretion, determines Vendor has not provided or is unwilling to provide facts sufficient to enable the Purchasing Entity to make a determination as to whether such information constitutes a confidential record under Iowa Code Section 22.7 or other applicable laws, rule, and regulations.

Prior to disclosing any of Vendor's Confidential Information as permitted above, the Purchasing Entity shall provide reasonable notice to Vendor of the circumstances giving rise to such disclosure. Vendor agrees to indemnify and hold harmless the Purchasing Entity and its officers, directors, employees, officials, and agents from and against any and all claims, demands, liabilities, suits, actions, damages, losses, taxes, penalties, costs, and expenses of every kind and nature whatsoever (including the reasonable value of time of the Attorney General's Office and the costs, expenses, and attorney fees of other counsel retained by or on behalf of the Purchasing Entity) arising out of, resulting from, or in any way related to any judgments or damages awarded against any of the foregoing entities or individuals in favor of a Third Party requesting any of Vendor's Confidential Information against the Purchasing Entity or any such entities or individuals.

11.3. Open Records and Electronic Discovery Requests and Records Retention. Vendor will, upon the Purchasing Entity's request and within any time period specified by the Purchasing Entity, take all actions requested by the Purchasing Entity to assist it in complying timely with any request for Purchasing Entity Data or other data or information that may be made by any Third Party in accordance with applicable public or open records laws (including Iowa Code Chapter 22) or in connection with any subpoena, court order, discovery request, regulatory or criminal investigation or proceeding, or any other matter that may require the Purchasing Entity to produce or provide Purchasing Entity Data or other data or information to a Third Party. Vendor will produce and provide all Purchasing Entity Data or other data or information within the time period set forth in the Purchasing

Entity's request. Vendor will take all steps necessary to ensure Purchasing Entity Data is stored and maintained in its original state so as to not create any spoliation, evidentiary, or electronic discovery issues. In addition, Vendor will, upon the Purchasing Entity's request, take all actions requested by the Purchasing Entity to assist it in complying with any federal, state, or local record retention requirements, policies, procedures, or other similar requirements.

11.4. Non-Exclusive Equitable Remedy. Each Party acknowledges and agrees that due to the unique nature of Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or Third Parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 11 (Confidentiality) will constitute a material breach of this Agreement and be grounds for immediate termination of any applicable Purchasing Instrument, or in the Purchasing Entity's case the Agreement, in the exclusive discretion of the non-breaching Party.

11.5. Survives Termination. Vendor's duties, obligations, and liabilities as set forth in this Section 11 (Confidentiality) shall survive termination of this Agreement and shall apply to all acts or omissions taken or made in connection with Vendor's, Vendor Contractor's, or Vendor Personnel's performance of this Agreement regardless of the date any potential claim or breach is made or discovered by the Purchasing Entity or its Authorized Contractors.

12. Data Protection. In performing its obligations under this Agreement, Vendor and Purchasing Entity will each comply with all applicable data protection laws. In providing the services Vendor shall comply with its global privacy policy available at gartner.com/privacy. To the maximum extent practicable, Vendor will notify Purchasing Entity within 72 hours of a reasonable determination that there has been of a loss or an unauthorized use, access or disclosure of Purchasing Entity's confidential information. Vendor represents that it has designed and established, and will maintain throughout the term of this Agreement, an information security program that includes administrative, technical and physical safeguards adequately designed to ensure the security, integrity, and confidentiality of Purchasing Entity's confidential information that it accesses or stores, and to protect against any threats to the security, integrity or confidentiality of such information. Vendor will manage the security program in accordance with commercially reasonable industry standards. Additionally, Vendor will comply with the following at a minimum: (a) all Vendor hardware and facilities used to store or transmit Purchasing Entity confidential information must be adequately protected and secured with appropriate security, environmental systems and fire detection/suppression systems, and Vendor must maintain a secure physical location of its data centers, (b) all Purchasing Entity confidential information stored on Vendor hardware must be subject to access controls so that it is restricted to only authorized personnel, (c) Vendor hardware that houses Purchasing Entity confidential information must be monitored with anti-virus/anti-spyware software and all operating system patches must be kept current, (d) Vendor protects Purchasing Entity confidential information based on industry best practices related to storage, encryption, and removable media. To the extent that Vendor uses service providers or subcontractors in connection with the performance of the Services, Vendor will establish written agreements with such persons to assure that this provision applies equally to any such service provider or subcontractor and Vendor will ensure that such service provider or subcontractor will possess a level of security and data protection equal to Vendor. Vendor will have a disaster recovery plan in place at all times to address any interruption of services. Vendor will be responsible for

any breach of the foregoing obligations caused by its employees, service providers or subcontractors. Vendor performs standard background checks for each employee as a part of Vendor's standard onboarding procedures. Should the Participating Entity deem it reasonably necessary for security reasons, the Participating may request a copy of such background which will be provided to Participating Entity subject to Vendor's compliance with all applicable legal, regulatory and privacy requirements.

13. General Provisions

13.1. Ancillary Agreements and Non-Disclosure Agreements. Vendor or Vendor Contractors will execute any agreements to address any compliance, legal, confidentiality, or privacy concerns that may be unique to the Purchasing Entity in connection with this Agreement, including executing a Confidential Information Requirements for Vendors addendum as required by Pub 1075. Such Ancillary Agreements shall be attached as Special Terms and Conditions hereto and incorporated by reference as if fully set forth herein.

13.2. Immigration Status. Vendor and Vendor Contractors are responsible for ensuring Vendor Personnel possess and maintain valid Visas for any Vendor Personnel for whom a Visa is required. As outlined in section 12.2.1, the Purchasing Entity requires Vendor or Vendor Contractors to conduct E-Verify employment-eligibility verifications of Vendor Personnel performing or providing Services hereunder, including any Vendor Personnel who may have access to Purchasing Entity Property or Purchasing Entity Data. Vendor shall be responsible for all costs associated with the E-Verify process and shall provide the Purchasing Entity with the results of this process in a mutually agreeable form and manner at the time or in intervals as mutually agreed to by the Parties.

13.3. No Publicity. During the Term of this Agreement and at all times after the termination or expiration of this Agreement, Vendor, Vendor Contractors, and Vendor Personnel shall not make any media release or other public announcement relating to or referring to this Agreement, a Purchasing Instrument, or the Services provided hereunder without the Purchasing Entity's prior written consent. Vendor, Vendor Contractors, and Vendor Personnel shall acquire no right to use, and shall not use, without the Purchasing Entity's written consent, the terms or existence of this Agreement, Purchasing Instrument, or the fact of providing Services to the Purchasing Entity hereunder or the names, trade names, trademarks, service marks, artwork, designs, or copyrighted materials of the State of Iowa, its related entities, employees, assigns, successors or licensees: (a) in any advertising, publicity, press release, customer list, presentation or promotion; (b) to express or to imply any endorsement of Vendor or Vendor's Services by the State of Iowa; or (c) in any manner other than expressly in accordance with this Agreement.

13.4. Independent Contractor. Vendor is an independent contractor performing services for the Purchasing Entity.

13.4.1. Vendor, Vendor Contractors, and Vendor Personnel shall not hold themselves out as an employee or agent of the State of Iowa or its related entities.

13.4.2. Except as otherwise expressly provided herein or in a Purchasing Instrument, Vendor or Vendor Contractors shall be responsible for maintaining and furnishing a place of work, and any tools, supplies, apparel, facilities, equipment, and appropriate communications devices and services required for Vendor Personnel to perform and provide the Services, Deliverables hereunder.

13.4.3. Vendor Personnel are not eligible for or otherwise entitled to, and Vendor shall ensure Vendor Personnel never claim they are eligible for or otherwise entitled to, any Purchasing Entity employee benefits, including retirement benefits, insurance coverage, or the like.

13.4.4. Vendor Personnel shall not be considered employees of the State of Iowa for any purpose, including for federal or Purchasing Entity tax purposes. The State of Iowa will not withhold taxes on behalf of Vendor. Vendor shall be responsible for payment of all taxes in connection with any income earned in connection with its performance of this Agreement.

13.4.5. The Purchasing Entity shall have no right or authority to direct or control Vendor Personnel with respect to the performance or provisioning of Services under this Agreement, or with respect to any other matter, except as otherwise provided by this Agreement or a Purchasing Instrument. The Purchasing Entity is interested only in the results to be achieved by Vendor under this Agreement and related Purchasing Instruments. The manner and method of performing and providing Services and Deliverables under this Agreement and related Purchasing Instruments shall be under the exclusive control of Vendor, in accordance with the terms and conditions of this Agreement and the applicable Purchasing Instrument(s).

13.4.6. During any engagement under this Agreement, Vendor Personnel may perform work on behalf of, and provide deliverables to, Third Parties, and may market and advertise their services to Third Parties, so long as such activities do not: (a) violate any terms or conditions of this Agreement; (b) adversely affect the performance or provisioning of Services hereunder or satisfaction of any other duties, responsibilities, or obligations set forth herein; (c) create an actual or potential conflict of interest; (d) violate any intellectual property rights or interests of the Purchasing Entity; (e) expose the Purchasing Entity to an increased risk of experiencing a Security Breach or other cyber event.

13.4.7. Vendor and Vendor Contractors shall be free to hire employees as is necessary for their business purposes; provided, that such employees providing or provisioning Services hereunder shall satisfy the terms and conditions of this Agreement and any Purchasing Instrument(s) executed hereunder. The Parties acknowledge and agree that the Purchasing Entity will not have the authority to hire, fire, supervise, control, or manage any Vendor Personnel.

13.4.8. Vendor Personnel shall not receive performance reviews, vocational training, or business cards from the Purchasing Entity; shall clearly state in any and all communications related to the performance or provisioning of Services hereunder that they are employees of Vendor or Vendor Contractor, as opposed to employees of the Purchasing Entity; and shall not be subject to the Purchasing Entity's standard disciplinary practices and procedures.

13.5. Amendments. This Agreement may be amended, modified, or replaced from time to time by mutual consent of the Purchasing Entity and Vendor. All amendments to this Agreement must be executed by both Parties in writing.

13.6. No Third Party Beneficiaries. Except as otherwise expressly stated herein, there are no Third Party beneficiaries to this Agreement. This Agreement is intended only to benefit the Purchasing Entity and Vendor and their respective successors and permitted assigns and

the individuals whose Personal Data is stored, transmitted, or otherwise Processed by the related Deliverables.

13.7. Choice of Law/Forum. Notwithstanding anything in the NASPO Contract or any Related Agreement to the contrary, this purchase shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. Any and all litigation or actions commenced in connection with this purchase, including after expiration or termination of the same, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. Vendor irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in connection with, or arising out of the NASPO Contract or any Related Agreements shall be brought and maintained exclusively in the aforesaid courts; (ii) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (iii) waives any objection to such jurisdiction based on forum non conveniens or otherwise.

13.8. 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 Purchasing Entity may assign, transfer, or convey this Agreement, in whole or in part, to any Purchasing Entity that succeeds its duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by the Purchasing Entity. For purposes of construing this clause, a transfer of a controlling interest in Vendor, a merger, sale, or consolidation of Vendor, or a sale of substantially all of Vendor's assets shall be considered an assignment. Vendor agrees that it shall provide the Purchasing Entity with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of Vendor and of any proposed merger, sale, or consolidation of Vendor. Vendor agrees that it shall not use this Agreement, or any portion thereof, for collateral or to otherwise secure any financial obligation of Vendor or any affiliate thereof without the prior written consent of the Purchasing Entity. Vendor further agrees that it may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to Vendor under this Agreement.

13.9. Use of Third Parties. No subcontract or other delegation of work shall relieve or discharge Vendor from any obligation, provision, or liability under this Agreement, the NASPO Contract, or any Related Agreements. Vendor shall remain solely responsible its performance under this Agreement, the NASPO Contract, or any Related Agreements and for compliance with the terms, conditions, and requirements set forth in the same. Vendor shall be fully responsible and liable for all acts or omissions of any subcontractors, affiliates, subsidiaries, or any other third party, and any employees, agents, independent contractors, or any other staff or personnel of any of the foregoing (**"Vendor Agents"**) acting on behalf of or at the direction of Vendor. Any action of a Vendor Agent, which, if done by Vendor, would constitute a breach of this Agreement, the NASPO Contract, or any Related Agreements, shall be deemed a breach by Vendor and have the same legal effect. Vendor is solely liable for any and all payments that may be due to Vendor Agents pursuant to any subcontract or otherwise. Vendor shall indemnify and hold harmless the State, OCIO, and the Participating Purchasing Entity and their officers, directors, employees, officials, and agents from and against any and all claims, demands, liabilities,

suits, actions, damages, losses, taxes, penalties, costs and expenses of every kind and nature whatsoever arising out of, resulting from, or in any way related to Vendor's breach of any subcontract or contract into which it enters, including Vendor's failure to pay any and all amounts due to any Vendor Agents. All subcontracts shall contain provisions which allow the Participating Purchasing Entity or its designee to access the subcontractor's books, documents, and records and for inspections of work.

13.10. Integration. This Agreement represents the entire agreement between the Parties concerning the subject matter hereof, and neither Party is relying on any representation that may have been made which is not included in this Agreement. Thus, the Purchasing Entity shall not be bound by any "shrink-wrap" agreement, "click-wrap" agreement, "browser-wrap" agreement, or "sneakwrap" agreement, or any other similar agreement that may accompany, relate to, or be embedded in any Deliverable(s). Vendor acknowledges that it has thoroughly read this Agreement and all related Special Terms and Conditions, Ancillary Agreements, Purchasing Instruments, schedules, exhibits, and other like documents that are executed or may be executed hereunder and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept the same freely and without coercion of any kind. Accordingly, this Agreement shall not be construed or interpreted against the Purchasing Entity on the basis of draftsmanship or preparation thereof.

13.11. Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the Purchasing Entity and Vendor for the Services provided in connection with this Agreement.

13.12. Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Purchasing Entity and Vendor, failure by the Purchasing Entity or Vendor at any time to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the Parties hereto.

13.13. Notices. Notices under this Agreement shall be in writing and delivered to the representative of the Party to receive notice as identified on the CD&E, or on the applicable Purchasing Instrument, as applicable, at the address of the Party to receive notice. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be affected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS.

13.14. Cumulative Rights. The various rights, powers, options, elections, and remedies of the Purchasing Entity provided for in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed by law, and shall in no way affect or impair the right of the Purchasing Entity to pursue any other contractual, equitable, or legal remedy to which they may be entitled. The election by the Purchasing Entity of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

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

13.16. Time is of the Essence. Time is of the essence with respect to 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.

13.17. Authorization. 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 (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Vendor, enforceable in accordance with its terms.

13.18. 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.

13.19. Records Retention and Access. Vendor shall maintain books, documents and records that sufficiently and properly document Vendor's performance under this Agreement, the NASPO Contract, or any Related Agreements, including records that document all fees and other amounts charged during the term of this Agreement, the NASPO Contract, or any Related Agreements, for a period of at least five (5) years following the later of the date of final payment, termination or expiration of the same, or the completion of any required audit. Vendor shall permit the Purchasing Entity or its designee, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, at no charge, to access and examine, audit, excerpt and transcribe any pertinent books, documents, electronic or optically stored and created records or other records of Vendor relating directly or indirectly to Vendor's performance under the PO, this Agreement, the NASPO Contract, or any Related Agreements. Vendor shall not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination of such books, documents and records.

13.20. Headings or Captions and Terms. The section headings or captions set forth in this Agreement are for identification purposes only and do not limit or construe the contents of the sections. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" shall be deemed to be followed by the phrase "without limitation" or "but not limited to." The words "thereof," "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

13.21. Multiple Counterparts and Electronic Signatures. This Agreement and all related Special Terms and Conditions, Ancillary Agreements, Purchasing Instruments, schedules, exhibits, and other like documents that are executed or may be executed hereunder, including any amendments to any of the foregoing, may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each such document(s) shall constitute an original. Signatures on such documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures, with such scanned and electronic signatures having the same legal effect as original signatures. Such documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce

Act (**"E-Sign Act"**), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, codified at Iowa Code chapter 554D (**"UETA"**), or any other applicable state law, rule, policy, standard, directive, or order. Any document accepted, executed, or agreed to in conformity with such laws, rules, policies, standards, directives, or orders will be binding on the signing Party as if it were physically executed. Vendor acknowledges and agrees it will not contest the validity or enforceability of any such document(s), including under any applicable statute of frauds, because they were accepted, signed, or transmitted in electronic form. Vendor further acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned or facsimile copy of any such document(s) on the basis that it lacks an original handwritten signature, or on the basis that the Parties were not signatories to the same counterpart.

13.22. Not a Joint Venture. Nothing in this Agreement, the NASPO Contract, or any Related Agreements shall be construed as creating or constituting the relationship of the partnership, joint venture (or other association of any kind or agent/principal relationship) between the Parties hereto. No Party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another Party.

13.23. Attachments. The Parties agree that if an Addendum, Attachment, Rider, Schedule, Appendix, or Exhibit 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.

13.24. Further Assurances and Corrective Instruments. The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

13.25. Obligations of Joint Entities. If Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of such activities and obligations.

13.26. Force Majeure. Neither Party shall be in default under this Agreement if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Agreement includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar catastrophic events or causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the Parties. "Force majeure" does not include: financial difficulties of Vendor or Vendor Contractors; claims or court orders that restrict Vendor's or Vendor Contractor's ability to perform or deliver the Services, contemplated by this Agreement; strikes; labor unrest; supply chain disruptions; internet failure; power failures; hacker attacks; denial of service attacks; virus or other malicious software attacks or infections; or Security Breach. If delay results from a Vendor Contractor's conduct, negligence, or failure to perform, Vendor shall not be excused from compliance with the terms and obligations of Vendor unless the Vendor Contractor is prevented from timely performance by a "force majeure" as defined in this Agreement. If a "force majeure" delays or prevents Vendor's performance, Vendor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of

performance and the possibility of comparable performance shall be determined solely by the Purchasing Entity. The Party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other Party of the occurrence and reason for the delay. The Parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which Vendor's performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

13.27. Material Breaches. The references in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.

13.28. Right of Inspection/Contract Compliance. Vendor shall allow the Purchasing Entity making purchases or its designee to inspect Vendor's books and records at reasonable times in order to monitor and evaluate performance of this Agreement. All subcontracts shall contain provisions which allow the same. In addition, Vendor agrees that the Purchasing Entity or its designee may conduct a complete contract compliance audit at least once annually during the Term of this Agreement and after termination or expiration of this Agreement to determine whether or not Vendor is complying with the terms of this Agreement and all related Special Terms and Conditions, Ancillary Agreements, Purchasing Instruments, schedules, exhibits, and other like documents. Vendor shall promptly comply with and correct any deficiencies noted in the audit report as audit exceptions and will promptly implement any recommendations requested by the Purchasing Entity or its designee. Vendor shall not impose any charge or fee in connection with any contract compliance audit.

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

13.30. Title to Property. Title to all property, including Purchasing Entity Property, furnished by the Purchasing Entity to Vendor to facilitate the performance of this Agreement and any Purchasing Entity Owned Deliverables shall remain the sole property of the Purchasing Entity or applicable Third Party owning Purchasing Entity Property that has been licensed to the Purchasing Entity. All such property shall only be used by Vendor for purposes of fulfilling its obligations under this Agreement and shall be returned to the Purchasing Entity upon the earliest of completion, termination, or cancellation of this Agreement or the applicable Purchasing Instrument, or at the Purchasing Entity's request. Vendor acknowledges that it shall acquire no interest or rights in and to such property. Except as expressly provided for in this Agreement, Vendor shall not disclose or use such property for any of the following purposes, including pledging or encumbering it; selling or using it for monetary gain; using it to compile mailing lists; solicit business; or pursue other business activities. Title to all property purchased by Vendor, for which Vendor has been reimbursed or paid by the Purchasing Entity under this Agreement, or for Purchasing Entity Property or Purchasing Entity Owned Deliverables purchased and paid for by the Purchasing Entity under this Agreement, shall pass to and vest in the Purchasing Entity.

13.31. Exclusivity. This Agreement is not exclusive. The Purchasing Entity may obtain similar or identical Services from other vendors.

13.32. Award of Related Agreements. The Purchasing Entity may undertake or award supplemental or successor agreements for work related to this Agreement. Vendor shall cooperate fully with Authorized Contractors who may be engaged by the Purchasing Entity in connection with this Agreement, including complying with any license terms, conditions, or restrictions imposed by such Authorized Contractors in connection with any systems, software, or other intellectual property owned by or licensed by or through such Authorized Contractors and to which Vendor, Vendor Contractors, or Vendor Personnel must use or access or with which the related Deliverables must interface, integrate, or connect. Any reference herein to the Purchasing Entity's designee or other like reference shall be deemed to include its Authorized Contractors. Vendor will ensure that any Vendor Contractors or Vendor Personnel will abide by this provision.

13.33. Sovereign Immunity. The Purchasing Entity, on its own behalf or on behalf of any of its officers, directors, employees, officials, and agents, does not waive sovereign immunity or any other immunity available to it by entering into this Agreement and specifically retains and reserves the defense of sovereign immunity or any other immunity and all defenses available under Purchasing Entity and federal laws, rules, and regulations for any claim arising out of or related to this Agreement.

13.34. Attorney's Fees and Expenses. In the event Vendor defaults on any of its obligations under this Agreement, Vendor shall pay to the Purchasing Entity all costs and expenses (including the reasonable value of time of the Attorney General's Office and the costs, expenses, and attorney fees of other counsel retained by or on behalf of the Purchasing Entity) incurred by the Purchasing Entity in enforcing this Agreement or any of its rights and remedies with respect thereto.

13.35. Care of Property. Vendor shall be responsible for the proper custody and care of any property, data, databases, software, interfaces, hardware, telecommunications lines and equipment, and intellectual property, including Purchasing Entity Property, furnished by the Purchasing Entity for Vendor's use in connection with the performance of the Agreement. Vendor shall exercise its best efforts to prevent damage to all such property and shall, at the Purchasing Entity's request, restore damaged property to its condition prior to the damage at the sole expense of Vendor. Such restoration shall be complete when judged satisfactory by the Purchasing Entity. In addition, at the Purchasing Entity's request, Vendor will reimburse the Purchasing Entity for any loss or damage to such property caused by Vendor, Vendor Contractors, or Vendor Personnel. Vendor shall not take any action that would impair the value of, or goodwill associated with, the name, property, and intellectual property rights of the Purchasing Entity or State of Iowa.

13.36. Survives Termination. The terms set forth in this agreement (General Provisions) shall survive termination or expiration of the Agreement.