

NASPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS 2016-2026
Lead by the State of Utah

Master Agreement #: AR2480

Contractor: **DLT SOLUTIONS**

Participating Entity: **STATE OF IOWA**

Participating Addendum No.: **2024-BUS-4464**

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Cloud Solutions** lead by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts. Additional terms (such as licensing agreements or service level agreements) will be negotiated per purchasing instrument.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Iowa. Issues of interpretation and eligibility for participation are solely within the authority of the Iowa Department of Management.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	DLT Solutions, LLC
Address:	2411 Dulles Corner Park, STE 800, Herndon, VA 20171
Telephone:	800-262-4358
Fax:	866-708-6867
Email:	sales@dlt.com

Participating Entity

Name:	Bryan Dreiling
Address:	200 E. Grand Ave, Des Moines, IA 50309
Email:	ocioprocedurement@iowa.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity. The following changes are modifying or supplementing the Master Agreement terms and conditions:

- 4.1. Documents Incorporated/Order of Precedence. This Participating Addendum and all attachments and external documents identified below are incorporated by this reference and together comprise the terms and conditions governing the relationship between the parties, to be interpreted in the following order of precedence:

- 4.1.1. A Participating Entity's Participating Addendum ("PA");

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- 4.1.2. Ancillary agreements unique to a Purchasing Entity making purchases hereunder that specifically address state, local, or federal regulatory or compliance concerns and which may be incorporated by mutual agreement of the parties via a purchasing instrument;
 - 4.1.2.1. The IT Business Associate Agreement ("BAA"), which may be updated from time to time to conform with applicable federal laws, a current version of which is available at: <https://ocio.iowa.gov/document/20220224-baa-it>;
 - 4.1.2.2. The IT Qualified Service Organization ("QSO"), which may be updated from time to time to conform with applicable laws, a current version of which is available at: <https://ocio.iowa.gov/document/20220224-it-qso>;
 - 4.1.2.3. The IRS Publication 1075 ("Pub 1075") Exhibit 7, which may be updated from time to time to conform with applicable laws, a current version of which is available at: <https://ocio.iowa.gov/document/irs-pub1075-ex7>;
 - 4.1.2.4. The Federal Certifications, which may be updated from time to time to confirm with applicable federal law, a current version of which is available at: https://ocio.iowa.gov/sites/default/files/federal_certifications_20230816.pdf;
 - 4.1.2.5. Iowa Code chapter 8F.
 - 4.1.3. The purchasing instrument and associated terms;
 - 4.1.4. NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits to the Master Agreement;
 - 4.1.5. The Solicitation;
 - 4.1.6. Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 4.2. Relationship between this Agreement and Individual Purchasing Instruments. Each purchasing instrument executed hereunder shall be deemed, upon its execution, to incorporate the terms and conditions of this PA and shall constitute a separate, distinct, and independent agreement between Contractor and the applicable Purchasing Entity. To the extent a Purchasing Entity 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 Contractor under the separate purchasing instrument. The State of Iowa generally bears no obligation or liability for any Purchasing Entity's losses, liabilities, or obligations, including Contractor's failure to perform, arising out of or relating in any way to this PA.
- 4.3. Definitions.
- 4.3.1. **Confidential Information** is modified to include incorporation of Iowa Code Chapter 22 (Examination of Public Records).
 - 4.3.2. **"Customer Property"** means any property, whether tangible or intangible, of or belonging to the Purchasing Entity, including Data and Customer-Owned Deliverables,

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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.

- 4.3.3. **“Customer-Owned Deliverables”** means any deliverables discovered, created, or developed by Contractor at the direction of the Purchasing Entity or for a specific project under this PA, 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.
- 4.3.4. **Participating Entity** is modified to include the following: The Department of Management is the Participating Entity acting by and through the State of Iowa.

4.4. Purchasing Instruments.

- 4.4.1. *Generally.* The Parties may execute individual purchasing instrument(s) identifying specific deliverables to be provided hereunder. Once a purchasing instrument has been executed, Contractor will carry out and complete the duties and responsibilities set forth in the applicable purchasing instrument in accordance with the terms of this PA as well as any additional or substitute terms provided in the specific purchasing instrument.
- 4.4.2. *Effect of Purchasing Instruments.* An entity purchasing off of this PA may agree to additional terms and conditions in a purchasing instrument that are in conflict with or inconsistent with the terms and conditions of this PA. Such purchasing instrument terms apply only to the scope of work identified in the purchasing instrument and do not alter the agreed terms in this PA.

- 4.5. Pricing/Compensation. The fees for the services and/or deliverables provided by Contractor shall be in accordance with the obligations of this PA and the applicable purchasing instrument. The Purchasing Entity shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in fewer than sixty (60) days, but an election to pay in fewer than sixty (60) days shall not act as an implied waiver of Iowa Code 8A.514. Upon receipt of written notice of Acceptance from the Purchasing Entity, Contractor shall submit an invoice to the Purchasing Entity requesting payment of the fees or other compensation to which it is entitled pursuant to the applicable purchasing instrument, less any agreed upon Retained Amount(s) or other applicable offsets. The Purchasing Entity will verify Contractor's performance/provisioning of services or deliverable(s) outlined in the invoice before making payment. Notwithstanding anything herein to the contrary, the Purchasing Entity shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if the Purchasing Entity believes the invoice is inaccurate or incorrect in any way.

- 4.6. Retention. To secure Contractor's performance under this PA, a Purchasing Entity may retain a mutually agreed upon percentage of the fees or other compensation associated with each deliverable provided under a purchasing instrument ("**Retained Amounts**") until all deliverables under such purchasing instrument have been provided and the Purchasing Entity has given its final acceptance. Retained Amounts shall be payable upon the Purchasing Entity's delivery of written notice of final acceptance.

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- 4.7. No Additional Fees. Other than fees owed for deliverables provided by Contractor as agreed upon in a purchasing instrument, the Purchasing Entity shall not be obligated to pay any other amounts to Contractor, specifically including travel, lodging, and related expenses. In no event shall the Purchasing Entity be responsible for payment of Contractor's performance costs incurred in connection with this Agreement, including but not limited to equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other operational and administrative costs and expenses.
- 4.8. Set-off Against Sums Owed by Contractor. The State may offset payments owed Contractor under this PA by sums the Contractor owes the State or any of its subdivisions in any context. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.
- 4.9. Withholding Payments. In addition to pursuing any other remedy provided herein or by law, the Purchasing Entity may withhold payments to Contractor, in whole or in part, without penalty or legal liability to the Purchasing Entity or work stoppage by Contractor, in the event Contractor fails to perform pursuant to this PA, or fails to provide deliverables that meet or conform to contractual obligations. No interest shall accrue or be paid to Contractor for withheld sums. Any withholding of payments pursuant to this provision is subject to the Purchasing Entity providing proper notice to Contractor and allowing for an opportunity to cure.
- 4.10. Repayment Obligation. In the event that any State of Iowa funds or federal funds are deferred or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, Contractor will be liable to the Purchasing Entity for the full amount of any claim disallowed (or the amount of funds expended in violation of such applicable laws) and for all related penalties incurred. If the State of Iowa or any federal agency concludes Contractor has been paid for any cost that is unallowable, unallocable, or unreasonable under this Agreement, Contractor will be liable to the Purchasing Entity for such cost. Contractor shall pay to the Purchasing Entity all amounts for which the Contractor is liable under this section within 10 business days of receiving the Purchasing Entity's written demand or written notice. The Purchasing Entity may withhold any payment under this Agreement if Contractor fails to timely make any payment required by this section.
- 4.11. Non-exclusivity. Unless expressly stated otherwise in a purchasing instrument, express remedies are not exclusive, and the Purchasing Entity preserves all rights to seek any and all remedies available to it under law both during and after expiration or termination of the PA or purchasing instrument.
- 4.12. Quiet Enjoyment. Contractor represents and warrants that: (i) it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide deliverables 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 deliverables to any third party that are inconsistent with the rights granted to the Purchasing Entity herein; and (iii) the Purchasing Entity shall peacefully and quietly have, hold, possess, use, and enjoy the deliverables without suit, disruption, or interruption.
- 4.13. No Conflicts. Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract Period of the Agreement, between Contractor and the State or any of its

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divisions or entities that is or may constitute a conflict of interest or appearance of impropriety, or that would conflict in any manner or degree with the performance of its obligations under this PA. To the extent applicable, the provisions of Iowa Code Chapter 68B shall apply to this Agreement and any purchasing instruments executed hereunder, and Contractor shall not engage in or permit any third party to engage in any conduct that would violate that chapter.

4.14. Termination Due to Lack of Funds or Change in Law. Participating Entity may terminate this Agreement or a Purchasing Entity may terminate a Purchasing Instrument, in whole or in part, without penalty or liability and without any advance notice if:

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

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

4.14.3. There is a judicial decision that materially or adversely affects Participating Entity's or a Purchasing Entity's ability to fulfill obligations under this Agreement or any applicable purchasing instrument.

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

4.16. Contractor's Termination or Expiration Duties. As it relates to this PA or any associated purchasing instrument, upon receipt of a notice of termination, upon expiration, or upon request of the Participating Entity or a Purchasing Entity, Contractor must:

4.16.1. cease work under the PA or purchasing instrument and take all appropriate actions to limit disbursements and minimize costs;

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

4.16.3. cease using and return any Customer Property or Customer-Owned Deliverables;

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

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

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- 4.16.6. provide all deliverables to the extent the Purchasing Entity has a property interest in the deliverable.
- 4.17. Compelled Disclosures. In the event that a subpoena or other legal process is served upon either party for Data held by Contractor or for Contractor Confidential Information held by a Purchasing Entity, the party shall promptly notify the other party and cooperate in any lawful effort to defend against the disclosure.
- 4.18. Open Records and Electronic Discovery Requests. Contractor must assist the Purchasing Entity by providing information needed to comply with open records laws (including Iowa Code Chapter 22) or in connection with any legal process or proceeding. Contractor's assistance in this regard must be provided timely and designed to meet the timing obligations imposed by law. Contractor will ensure Data is stored and maintained so as to avoid spoliation or other electronic discovery issues.
- 4.19. Use of Artificial Intelligence.
- 4.19.1. *Advance Approval for AI Usage*. Contractor shall obtain prior written approval from the Participating Entity or Purchasing Entity, whichever is applicable, before utilizing artificial intelligence (AI) technologies in the provision of services under this PA and purchasing instruments entered into pursuant to this PA. The Contractor shall clearly identify in writing the specific AI technologies to be employed, their intended functions, and their potential impact on service delivery.
- 4.20. Background Checks.
- 4.20.1. *Minimum Requirements*. To the extent required by law, Contractor shall comply with their internal background check policies. Where Contractor does not have an internal background check policy, or in the event Contractor's background check policy is inadequate based on the nature of Data at issue, Contractor agrees to comply with Participating Entity background check policy. Contractor shall provide the Participating Entity and the Purchasing Entity with these background check results in a mutually agreeable form and manner prior to Contractor staff performing services pursuant to this PA or a purchasing instrument. In the event of an adverse finding, Contractor personnel may be disqualified from performing services under the agreement in the sole discretion of Participating Entity or the applicable Purchasing Entity.
- 4.20.2. *Costs*. Contractor is responsible for all costs associated with any Contractor personnel background checks, regardless of who performs the background checks.
- 4.20.3. The Purchasing Entity may require additional background checks consistent with the terms of a subsequent purchasing instrument.
- 4.21. Independent Contractor. Contractor is an independent contractor performing services for Participating Entity and the Purchasing Entity and shall not be considered an employee, partner, or agent of Participating Entity or the Purchasing Entity. Contractor personnel are not employees of the State of Iowa simply by virtue of work performed under this PA. Contractor is responsible for all taxes, licenses, insurance, and other obligations arising from their status as an independent contractor.

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- 4.22. Amendments. This Agreement may be amended from time to time by mutual written consent of the Parties. The Parties expressly agree that no amendments or modifications to this PA shall be effected through transactional documents. Notwithstanding the above, specific purchasing instruments may modify the terms of the PA as necessary to effect the Parties' intent with respect to such purchasing instrument. However, any such modifications shall be limited to the scope of the purchasing instrument.
- 4.23. No Third Party Beneficiaries. There are no intended third-party beneficiaries to this agreement.
- 4.24. Assignment and Delegation. This PA may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other party, except that Participating Entity may assign, transfer, or convey this PA, in whole or in part, to any entity that succeeds its duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by Participating Entity.
- 4.25. Authorization. Contractor represents and warrants that it has the right, power, and authority to enter into and perform its obligations under this PA and that it has taken all requisite action to approve execution, delivery, and performance of this PA, and this PA constitutes a legal, valid, and binding obligation of Contractor, enforceable in accordance with its terms.
- 4.26. Successors in Interest. All terms, provisions, and conditions of the PA shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.
- 4.27. Multiple Counterparts and Electronic Signatures. This PA may be executed in several counterparts, each of which shall be considered an original and all of which when taken together shall constitute one contract binding on all parties. The parties agree to accept electronic signatures in lieu of "wet" signatures on contract documents in accordance with Iowa Code chapter 554D or other applicable law.
- 4.28. Not a Joint Venture. Nothing in this PA shall be construed as creating or constituting a partnership, joint venture, or other association of any kind implying the establishment of an agent/principal relationship between the parties.
- 4.29. Administrative Fees. Contractor shall provide a 1.00% administrative fee on all sales made through this PA, without affecting authorized prices/rates. This administrative fee shall be paid quarterly to the Main Business Address, Attn: Business Services Division Administrator, 200 E Grand Ave, Des Moines, IA 50309. Payment shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

- 4.30. Detailed Usage Reports. Contractor shall submit a Detailed Sales Data report with each quarterly payment. The information within this report shall accord with that described in section 42(b) of the NASPO Master Agreement.

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- 4.31. Taxes. Contractor shall be responsible for paying any taxes incurred by Contractor in the performance of this agreement. The State of Iowa and the Purchasing Entity are exempt from the payment of sales and other taxes: https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/sales_tax_exempt_letter.pdf.
- 4.32. Award of Related Agreements. Participating Entity and the Purchasing Entity may undertake or award supplemental or successor agreements for work related to this PA. Contractor shall cooperate fully with authorized contractors who may be engaged by Participating Entity or the Purchasing Entity in connection with this PA or applicable purchasing instrument.
- 4.33. Federal Funding Requirements. Purchasing Instruments funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- 4.34. Limitation of Liability. To the extent allowed by law, including but not limited to Iowa Admin. Code r. 11-120.5 and Iowa Code section 8A.311(22), under no circumstances shall limitations apply to any losses, damages, expenses, costs, settlement amounts, legal fees, judgments, actions, claims, or any other liability arising out of or relating to:
- 4.34.1. Intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or gross negligence;
 - 4.34.2. Death, bodily injury, or damage to real or personal property;
 - 4.34.3. Any contractual obligations of the Contractor pertaining to indemnification; intellectual property; liquidated damages; compliance with applicable laws; and/or confidential information;
 - 4.34.4. Claims calling for indemnification of any Purchasing Entity or for third-party claims against any Purchasing Entity for bodily injury to persons or for damage to real or tangible personal property caused by the Contractor's negligence or willful conduct.
- 4.35. Security Awareness Training. Contractor personnel providing services to Participating Entity or a Purchasing Entity are required to attend annual security awareness training addressing the importance of securing, safeguarding, and otherwise appropriately handling Customer Property, including Data. Any such security awareness training shall minimally conform with applicable Participating Entity Security Awareness Training policies or requirements.
- 4.36. Indemnification. Indemnification shall be in accordance with the terms of the Master Agreement, except that:
- 4.36.1. Neither Contractor nor any attorney engaged by Contractor shall defend against any third party claims in the name of the State of Iowa or any Purchasing Entity making purchases hereunder, nor purport to act as legal representative of the State of Iowa or any Purchasing Entity making purchases hereunder, without first having provided notice to the Participating Entity or Purchasing Entity, as applicable, and received a written

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approval. Contractor's indemnification obligation for third party IP infringement claims is not subject to the limitation of liability cap.



- 4.36.2. Notwithstanding anything to the contrary contained in the Agreement, the State shall not be responsible for the Contractor's attorney fees and/or expenses.
- 4.36.3. Notwithstanding anything to the contrary in the Agreement or any contract document, under no circumstances will the State indemnify, defend or hold harmless Contractor, and any such provision in the PA or any purchasing instrument shall be of no force and effect.
- 4.36.4. The Participating Entity shall have the right to participate in its own defense.
- 4.36.5. Settlements offered on behalf of the State must be approved by the Purchasing Entity.
- 4.37. Least Privilege Data Access Controls. The first paragraph of Section 22 of the Master Agreement titled Data Access Controls is deleted in its entirety and replaced with the following: Generally, Contractor shall not have access to Purchasing Entity's Data under this Agreement. When such access is needed to fulfill an obligation under this Agreement or a Purchasing Instrument, Contractor shall limit Contractor personnel access to Purchasing Entity's Data to the extent strictly necessary for purposes of fulfilling an obligation under a Purchasing Instrument.
5. Subcontractors: All contractors, dealers, and resellers authorized in the State of Iowa, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Iowa, acting by and through the Department of Management	Contractor: DLT Solutions, LLC
Signature: 	Signature: 
Name: Craig Paulsen	Name: Staci Patel
Title: Director	Title: VP & General Counsel
Date: 6-20-24	Date: 06/10/2024

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.