

State of Iowa Voter Data Sharing Agreement ("Agreement")

This Agreement is entered into by and between KnowInk, LLC located at 2111 Olive Street, St. Louis MO. 63103 ("Authorized Contractor") and the State of Iowa, acting by and through the Iowa Secretary of State ("State of Iowa" or "State"). The State and Contractor may be referred to individually herein as a "Party," or collectively as the "Parties."

1. **Definitions.** The following defined terms shall have the following meanings. Capitalized terms not specifically defined herein shall have the meaning given them in Iowa Code chapters 22, 47, and 48A, and 721 Iowa Administrative Code chapter 22.
 - 1.1. **"API"** means application programming interface, which is a data communication service that facilitates transmission of requests for, and retrieval of, Voter Information between an Authorized Contractor Electronic System and the Voter Database.
 - 1.2. **"Costs"** means any and all claims, demands, liabilities, suits, actions, damages, losses, taxes, fines, penalties, costs, and expenses of any and every kind or nature whatsoever.
 - 1.3. **"Voter Information"** means all information contained in, aggregated or collected by, or disseminated or transmitted by or through, directly or indirectly, the Iowa Voter Registration Database ("**Voter Database**"), including all voter registration information stored in or made available by or through program databases in Iowa counties and distributed or transmitted, directly or indirectly, by the State through the Voter Database.
2. **Purpose.** The purpose ("**Purpose**") of this Agreement is to allow Contractor to access the Voter Database or receiving Voter Information from the Voter Database for the sole purpose of providing an electronic poll book to Woodbury and Linn counties, while ensuring such Voter Information is collected, processed, stored or transmitted in a secure manner and only accessed and utilized in accordance with Iowa Code chapters 22, 47, and 48A, and 721 Iowa Administrative Code chapter 22.
3. **Term and Termination.** The effective date of this Agreement shall be on the date of last signature below, and shall remain in full force and effect unless terminated in accordance with the following:
 - 3.1. **Default.** The State may terminate this Agreement in the event the Contractor breaches any material provision hereof and fails to cure such breach no later than thirty (30) days after receiving written notice of default from the State.
 - 3.2. **Termination for Convenience.** Either Party may terminate this Agreement immediately upon thirty (30) days written notice without reason, penalty, or breach of this Agreement, notwithstanding that the other Party is in compliance with this Agreement.
 - 3.3. **Effect of Termination.** Notwithstanding any provision in this Agreement to the contrary, upon termination of this Agreement for any reason, unless otherwise specified in this Agreement or by the State of Iowa in writing:
 - 3.3.1. Contractor shall immediately cease collecting, processing, storing, transmitting, receiving, accessing, and using Voter Information through the Voter Database.
 - 3.3.2. Solely to the extent permitted by applicable law, depending on the circumstances resulting in the termination, and consistent with the State's reasonable directives, Contractor shall destroy, discard, or delete Voter Information under its control or in its possession in accordance with Section 7.4 herein.
 - 3.3.3. Notwithstanding the foregoing, this Section 3.3 shall not be construed as in any way limiting the rights or remedies available to the State.
 - 3.4. **Limitation of State's Costs.** The State and its employees, officers, board members, agents, representatives, and officials shall not be liable, under any circumstances, for any of the following:
 - (i) Any Costs incurred by Contractor in designing, implementing, utilizing, or ceasing use of its

chosen API, or otherwise associated with integrating its Electronic Information Systems with the Voter Database, or ceasing use of the Voter Database; (ii) any Costs incurred by Authorized Contractor as a result any breach or suspected breach described in section 8.1 or other similar incident; (iii) any other Costs incurred by Authorized Contractor in connection with its access to or use of Voter Information, or otherwise incurred in connection with this Agreement.

- 3.5. **Survival.** Termination of this Agreement for any reason will not release Authorized Contractor from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed in writing survive any such termination or (b) remain to be performed or by their nature would be intended to be applicable following any such termination. Without limiting the foregoing, the following Sections shall survive any termination or expiration of this Agreement: 6 (Authorized Contractor's access to and use of Voter Information); 7 (Data Protection); 8 (Security Incidents).

4. **Contact Person.** The Parties shall each identify an individual who shall be the designated point of contact regarding this Agreement, including compliance herewith. Each contact person is identified below. Any changes to a Party's contact person or to the contact person's contact information shall be reported by the Party making such change to the other Party within five (5) business days of such change:

Authorized Contractor Contact Person	
Name:	Keith Cunningham
Address:	2111 Olive Street
E-mail:	keith@knowink.com
Phone:	855.765-5723
Fax:	

State Contact Person	
Name:	Eric Gookin
Address:	321 E. 12th Street
E-mail:	eric.gookin@sos.iowa.gov
Phone:	515.281-7550
Fax:	

5. **Authorized Contractor's access to and use of Voter Information.** Authorized Contractor and its employees, affiliates, subcontractors, agents, and other third parties acting on Authorized Contractor's behalf, including but not limited to individuals operating within Authorized Contractor's facilities or subject to Authorized Contractor's control or management, shall not access or use Voter Information collected, process, stored, or transmitted in connection with this Agreement except for the Purpose set forth in this Agreement, and as explicitly authorized by Iowa Code chapters 22, 47, and 48A, and 721 Iowa Administrative Code chapter 22.

6. **Data Protection.** Safeguarding and preserving the confidentiality of Voter Information shall be an integral part of the business activities of Authorized Contractor to ensure there is no inappropriate or unauthorized access to or use of the Voter Information at any time. To this end, Authorized Contractor shall safeguard the confidentiality and security of Voter Information in its Electronic Systems or as otherwise in its possession or under its control. In so doing, Authorized Contractor shall comply with the following:

- 6.1. **Reasonable and appropriate security controls and measures.** Implement and maintain reasonable and appropriate administrative, technical, and physical security controls and measures to limit access to Voter Information solely for the Purpose set forth in paragraph 2 of this Agreement in accordance with any and all access or use limitations or restrictions set forth in Iowa Code chapters 22, 47, and 48A, 721 Iowa Administrative Code chapter 22, and this Agreement, and to safeguard against unauthorized access, disclosure, or theft of Voter Information. Such security controls and measures shall be in accordance with recognized industry standards and controls (including National Institute of Standards and Technology ("NIST") Special Publication 800-171, Revision 1), shall meet all safeguarding requirements of the National Voter Registration Act, Help America Vote Act, and corresponding implementing regulations (including any and all legislative

and/or regulatory amendments or successors the thereto), and shall otherwise comply with all applicable federal and state laws, rules, and regulations, including but not limited to Iowa Code chapters 22, 47, and 48A, and 721 Iowa Administrative Code chapter 22.

- 6.2. Limitation on Use. At no time shall any Voter Information be used, copied, disseminated, transmitted, disclosed, or retained by Authorized Contractor, or Authorized Contractor's employees, affiliates, subcontractors, agents, and other third parties acting on Authorized Contractor's behalf, including but not limited to individuals operating within Authorized Contractor's facilities or subject to Authorized Contractor's control or management, for any use or in any manner not explicitly authorized by Iowa Code chapters 22, 47, and 48A, and 721 Iowa Administrative Code chapter 22, and this Agreement.
 - 6.3. Retention. Authorized Contractor shall not retain any Voter Information, except to the extent necessary for ongoing services in accordance with the Purpose of this Agreement, or as otherwise required by applicable law, rule, or regulation.
 - 6.4. Data destruction. When Authorized Contractor destroys, discards, or deletes any Voter Information under its control or in its possession, such Voter Information shall be permanently destroyed, discarded, or deleted and shall not be recoverable in accordance with NIST approved methods.
 - 6.5. Encryption. In accordance with Iowa Administrative Code rule 721—22.602(47), the transmission of Voter Information between the Voter Database and Authorized Contractor's Electronic Systems shall be through secure encrypted channels. To that end, all Voter Information shall be encrypted at rest and in transit with controlled access. Unless otherwise expressly provided herein or otherwise agreed to by the Parties in writing, Authorized Contractor is responsible for encryption of all Voter Information collected, processed, stored or transmitted in, by, or through its Electronic Systems. Additionally, Authorized Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules for all Voter Information, unless the State of Iowa approves in writing the storage of Program on Authorized Contractor's portable device.
 - 6.6. Awareness training. Authorized Contractor shall promote and maintain an awareness of the importance of securing Voter Information among Authorized Contractor's employees, affiliates, subcontractors, agents, and other third parties acting on Authorized Contractor's behalf.
 - 6.7. Information security audits. During the term, the State of Iowa or its third party designee may perform audits of Authorized Contractor's environment, including unannounced penetration and security tests, as it relates to the receipt, maintenance, use or retention of Voter Information. Any of the State of Iowa's regulators (including any federal agencies providing grant funds used to maintain the Voter Database) shall have the same right upon request. Authorized Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.
 - 6.8. Security Logs. Authorized Contractor shall provide security logs and reports to the State in a mutually agreeable format upon request. Such reports shall include at least latency statistics, user access summaries, user access IP address summaries, user access history and security logs for all Voter Information.
 - 6.9. Subcontractors/Third Parties. Authorized Contractor shall require and, to the extent applicable, cause any subcontractor/third party used by Authorized Contractor in connection with this Agreement to agree to be subject to and bound by the requirements set forth in this Section 7.
7. **Security Incidents.**
- 7.1. Reporting. Authorized Contractor will notify the State within two (2) hours of: Authorized Contractor's discovery of any actual or suspected breach of confidentiality, privacy, or security (including any unauthorized access) with regard to any Voter Information; any breach of Authorized Contractor's data security procedures, which include, but are not limited to, instances in which internal personnel access Electronic Systems or Voter Information in excess of their user

rights or use Authorized Contractor's Electronic Systems inappropriately; any breach of security as defined in Iowa Code Chapter 715C; and any other breach of security or privacy as defined by any applicable law, rule, or regulation. Such notification to the State must be given in the most expedient time possible and without unreasonable delay. Written confirmation must be sent within forty-eight (48) hours of discovery or notification of the breach or suspected breach.

7.2. Mitigation. Authorized Contractor agrees, at its sole expense, to take all steps necessary to promptly remedy any breach or suspected breach described in section 8.1, above, and to comply with the State's reasonable directives in resolving such breach or suspected breach and mitigating any damage from such breach involving Voter Information at Authorized Contractor's sole Cost. At no cost to the State, Authorized Contractor will fully cooperate with the State in investigating the breach or suspected breach, including, but not limited to, providing to the State and assisting the State in reviewing system, application, and access logs, conducting forensic audits of relevant systems, imaging relevant media, and making personnel available for interview. On notice of any actual or suspected breach, Authorized Contractor will immediately institute appropriate safeguards controls to maintain and preserve all electronic evidence relating to the breach in accordance with industry best practices. Authorized Contractor will deliver to the State a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting Voter Information. Authorized Contractor will deliver a preliminary assessment and plan as soon as practical, and regularly maintain and update such assessment and plan throughout the course of any investigation based on any findings.

7.3. Costs. Authorized Contractor shall be solely liable for Costs incurred as a result any breach or suspected breach described in section 8.1, including but not limited to the Costs of notifications of affected individuals and businesses and any applicable regulators or governmental entities (including, preparation, printing, mailing and delivery); the Cost of opening and closing accounts, printing new checks, embossing new cards; the Costs of forensic and other audits, investigations, public relations services, call center services, websites and toll-free numbers for affected individuals; the Costs of obtaining credit monitoring services and identity theft insurance for any person or entity whose Voter Information has or may have been acquired or compromised; and all other Costs associated with corrective or other actions that are taken to mitigate or address the security breach. Authorized Contractor shall indemnify and hold harmless the State and its employees, officers, board members, agents, representatives, and officials from and against any and all Claims (including, without limitation, the reasonable value of time of the Iowa Attorney General's Office and the Costs, expenses and attorney fees of other counsel retained by the State of Iowa) arising out of or as a result of any such breach or suspected breach, including both third-party claims and first-party claims by the State of Iowa against Authorized Contractor.

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

STATE OF IOWA, acting by and through the Iowa Secretary of State KnowInk, LLC

By: Carol Olson

Name: Carol Olson

Title: Deputy SOS

By:

Name:

Title:

KEVIN SCHOTT
CFO

