



## STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2

CONTRACT #: AR3425

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Twenty Labs, LLC (Referred to as CONTRACTOR).

**BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

Within Attachment A: Standard Terms and Conditions for Information Technology:

Section 1 Definitions subsection y is added as follows -

y. "End User Data" means the Confidential Information or Non-Public Data constituting personal information collected from the end users of the Contractor's services, products, or software in connection with this Agreement. For the avoidance of doubt, this excludes data provided from the State and data that is disassociated from data elements, such as but not limited to names and phone numbers, that specifically identify individual users. End User Data shall have the same security protections as State Data.

Section 24. Confidentiality is supplemented by adding the following sentence to the end thereof:

In the event Contractor receives a subpoena or other validly issued administrative or judicial process requesting State Data, Contractor shall, to the extent legally permissible, provide prompt notice to the impacted Eligible User of such subpoena or other process. The Eligible User shall thereafter be entitled to comply with such process to the extent required by law. This requirement is outlined in the context of Utah Code 26-6-28 and 26-3-9 i.

Section 27. Ownership in Custom Deliverables is replaced with the following:

Notwithstanding anything in the Contract and/or these Terms and Conditions to the contrary, Contractor shall retain full ownership to any Custom Deliverable (excluding any End User Data, which shall be subject to the terms of Section 30 below). All intellectual property rights, title and interest in the Custom Deliverables and Background IP shall remain the property of Contractor. In addition, each party will retain all rights to their Background IP. Contractor agrees that any End Under Data it possess will be used in accordance with the terms of the applicable Privacy Policy which has been disclosed to the end users of the Contractor's services, products, or software. The State of Utah agrees that any End User Data which is shared with it in accordance with the terms of the applicable Privacy Policy, will be used solely for purposes of COVID-19 response efforts, and that the State of Utah will de-identify End User Data (and delete End User Data relating to location history) within 30-days of collection, to the extent permitted by law.

Contractor shall not modify its Privacy Policy relating to Contractor's use of personal information for an end user resident in the State of Utah without first receiving prior written approval from the State of Utah (such approval not to be unreasonably withheld, conditioned or delayed), to the extent that the proposed modifications would in any material respect contradict the State's requirement that (1) information regarding potential COVID-19 symptoms of Utah residents ("COVID-19 Symptom Data") maintained by Contractor shall be de-identified within 30 days of collection by Contractor, except where applicable legal requirements mandate a longer retention period, (2) that Contractor shall not attempt to

re-identify such health-related information once de-identified, or (3) that Utah residents shall be entitled to the deletion of their personal data from Contractor's systems and applications, unless Contractor is prohibited by law from doing so. In the event that Contractor is required by law to maintain COVID-19 Symptom Data for a period longer than 30 days or is not permitted to delete personal user data following a request from a Utah resident, it will, to the extent legally permissible, notify the State of Utah as soon as reasonably practicable.

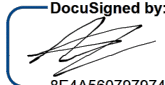

Section 30. Ownership, Protection, and Use of Data is supplemented by adding the following sentence at the end thereof:

End User Data shall be owned by the applicable end user, provided that Contractor shall be permitted to receive, process, use, disclose or otherwise have rights to End User Data in accordance with the terms of the Terms of Service and Privacy Policy applicable to such End User Data. Notwithstanding the Terms of Service and Privacy Policy, Contractor shall not use End User Data for marketing or selling purposes (as such terms are interpreted under the Health Insurance Portability and Accountability Act, as amended).

Effective Date of Amendment: 5/8/2020

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

<p><b>DocuSigned by:</b>                    8E4A5607979745E</p> <p style="text-align: center;"><b>CONTRACTOR</b></p> <p style="text-align: right;">May 10, 2020</p> <hr/> <p>Contractor's Signature <span style="float: right;">Date</span></p> <hr/> <p>Twenty Labs, LLC</p> <p>Contractor's Name (Print)</p> <hr/> <p>Manager</p> <p>Title (Print)</p>		<p style="text-align: center;"><b>STATE OF UTAH</b></p> <p style="text-align: center;"></p> <p style="text-align: right;">May 11, 2020</p> <hr/> <p>Director, State of Utah Division of Purchasing <span style="float: right;">Date</span></p>
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For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	Contract #
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