

## DATA SHARING AGREEMENT

This Data Sharing Agreement (“DSA”) is made effective as of the date executed by the parties (the “Effective Date”) between Recidiviz, Inc., whose principal place of business is at 169 11<sup>th</sup> Street, San Francisco, CA 94103 (“Recidiviz”) and Idaho Department of Correction, with its central office located 1299 N. Orchard, Boise, Idaho (“Client”) (each a “Party” and together the “Parties”).

**WHEREAS**, Recidiviz is a non-profit organization that uses information from public safety and criminal justice institutions to help decision makers understand how the criminal justice system is performing in real time.

**WHEREAS**, Client is a department of the State of Idaho that oversees the management and operation of prisons, probation, and parole of felony offenders and other criminal justice processes.

**WHEREAS**, the Parties intend to enter into an agreement for data processing services whereby Client agrees to share data about its operations, including Personal Information, and in exchange for consideration, Recidiviz agrees to Process the data to help the Client diagnose issues, monitor the success of ongoing initiatives, and guide planning and policy.

**IT IS HEREBY AGREED** as follows:

### 1. CERTAIN DEFINITIONS

1.1 The following capitalized words and expressions have the following meanings unless the context otherwise requires:

1.2 “API” means an application programming interface provided by Recidiviz;

1.3 “Data” means Shared Data and Reports;

1.4 “Data Breach” means any unauthorized access and exfiltration, theft, or disclosure of the Data suffered by either Party or any of its subcontractors;

1.5 “DSA” means this Data Sharing Agreement, its schedules and any other documents attached to or referred to as forming part of this DSA, which are hereby incorporated into this DSA by reference;

1.6 “Individual” means an individual to whom the Shared Data relates, as further described in Schedule 1;

1.7 “Permitted Purposes” means the purposes for which Recidiviz may process and use Shared Data, specifically: (a) to provide the Services contemplated under this DSA; (b) to create Resulting Data and use such Resulting Data to improve the Services and Recidiviz’s products and services, and (c) any other specific purposes as described in Schedule 1 hereto.

1.8 “Personal Information” means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Individual or household.

1.9 “Privacy Laws” means all applicable laws and regulations related to privacy, data protection or the processing of personal information;

1.10 “Process” or “Processing” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

1.11 “Report” means a tangible copy of reports or output of the Services provided to Client;

1.12 “Resulting Data” means the non-Personal Information in aggregated and anonymized form, resulting from the Processing of Shared Data and other data by Recidiviz;

1.13 “**Services**” means the services provided by or on behalf of either Party under or in connection with this DSA, including, without limitation, Processing of Shared Data and preparation of Reports by Recidiviz;

1.14 “**Shared Data**” means the Personal Information and non-Personal Information shared or to be shared by or on behalf of Client or otherwise Processed under or in connection with the DSA, including in the provision of the Services, as further described in Schedule 1;

1.15 “**Software**” means Recidiviz’s proprietary software and any and all applications, algorithms, computer programs, improvements, and related documentation; and

## 2. TERM

2.1 This DSA will commence on the Effective Date and will remain in effect for a period of 1 year (the “**Initial Term**”). The Parties may renew the DSA annually by written notification (“**Renewal Terms**”, and together with the Initial Term, the “**Term**”).

2.2 Either Party may terminate this DSA with immediate effect by delivering notice of the termination to the other Party, if

2.2.1 the other Party has failed to perform its obligations, covenants, or representations under the DSA, and

2.2.2 the failure continues for a period of 10 business days after the injured Party delivers notice to the breaching Party reasonably detailing the failure.

## 3. POINTS OF CONTACT

3.1 Each Party shall appoint a single point of contact (“**SPoC**”) who shall work together in good faith to reach agreement with regards to any issues arising from this DSA. Each Party may change its respective SPoC at any time upon prior written notice to the other Party.

3.2 The SPoC for each of the Parties as at the Effective Date are:

3.2.1 **Recidiviz:** Mackenzie Jacoby, Executive Director, Recidiviz, clementine@recidiviz.org; and

3.2.2 **Client:**

## 4. SCOPE OF SHARING

4.1 **Software License.** Subject to the terms and conditions of this DSA and during the Term, Recidiviz hereby grants Client a royalty-free, non-exclusive, non-transferable, non-sublicensable, limited, revocable license to access and use the Software solely for Client’s internal purposes. All or some portions of the Software, including open source software, may be provided by a third party under separate or additional terms and conditions (“**Third Party Software**”). Notwithstanding anything to the contrary in this DSA, any and all such Third Party Software is made available on an “AS IS” and “AS AVAILABLE” basis without warranty or indemnity of any kind. To the extent there is a conflict between the terms and conditions applicable to such Third Party Software and this DSA, the Third Party Software’s applicable terms and conditions will control. The Software may also be made available under one or more open source licenses in Recidiviz’s sole discretion. Nothing in this DSA is intended to create any rights for third parties or create third-party beneficiaries.

4.2 **API License.** Recidiviz may send Reports to Client via the API or otherwise. Subject to the terms and conditions of this DSA and during the Term, Recidiviz hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable, limited, revocable right and license to access and use the API to receive Reports from Recidiviz. Client may not use the API for any other purpose without Recidiviz’s prior written consent.

- 4.3 **Reports.** Subject to the terms and conditions hereof, Recidiviz hereby assigns, transfers and conveys to Client the tangible copy of the Reports. Upon such assignment to Client, Client hereby grants to Recidiviz a royalty-free, perpetual, non-exclusive, transferable, sublicensable (through multiple tiers of sublicenses) license to reproduce, use, distribute, modify, perform, create derivative works of, and display Reports, both during and after the Term, for the Permitted Purposes.
- 4.4 **Restrictions.** Client will not, and will not permit any third party to: (a) use the Software or API except to the extent permitted herein; (b) modify or create any derivative work of any part of the Software or API; (c) permit other third parties to use the Software or API; (d) disassemble, decompile, or reverse engineer the Software or API, except to the extent expressly permitted by applicable law; (e) market, sell, license, sublicense, distribute, publish, display, reproduce, rent, lease, loan, assign or otherwise transfer to a third party the Software, API or any copy thereof, in whole or in part; (f) use the Software or API for third-party training, commercial time-sharing or service bureau use; (g) take any action that imposes, or may impose as determined by Recidiviz in its sole discretion, an unreasonable or disproportionately large load on its infrastructure; (h) upload invalid data, viruses, worms, or other software agents through the Software or API; (i) use the Software or API for any commercial solicitation purposes; (j) interfere with the proper working of the Software or API; or (k) access any content provided via the Software or API through any technology or means other than via the Software or API.
- 4.5 **Shared Data License.** To the extent required for the provision of the Services by Recidiviz to Client, Client shall provide Shared Data to Recidiviz, subject to the terms and conditions set out in this DSA. By submitting Shared Data to Recidiviz, Client hereby grants, and represents and warrants that it has all rights necessary to grant, all rights and licenses to the Shared Data required for Recidiviz and its subcontractors and service providers to perform the Services. Recidiviz shall only Process the Shared Data for the Permitted Purposes. Client acknowledges and agrees that its collection, use, storage and disclosure of Shared Data is or may be regulated by Privacy Laws. Recidiviz shall have no right to sublicense or resell Shared Data, except however, that Recidiviz may collect, analyze, and use aggregated and anonymized Shared Data, which may include data about Client's, and its users' access and use of the API, for the Permitted Purposes and for purposes of operating, analyzing, improving, the API and any related services.
- 4.6 **Feedback.** If Client or any of its employees or contractors sends or transmits any communications or materials to Recidiviz, suggesting or recommending changes to the Services or any of Recidiviz's products or services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Recidiviz is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Recidiviz is not required to use any Feedback from Client.
- 4.7 **Interoperability.** If Client provides information to Recidiviz about vital changes necessary to assure compatibility of Recidiviz's products with IDOC systems, security, or other issues that prevent IDOC from full use of the Services, Recidiviz will use good faith efforts to communicate and cooperate in resolving the issue to the extent practicable.
- 4.8 **Ownership.** As between Recidiviz and Client and subject to the terms and conditions of this Agreement: (a) all Shared Data and Reports are and will remain the sole and exclusive property of Client; and (b) the Software, API, and Resulting Data are and will remain the sole and exclusive property of Recidiviz. Recidiviz hereby reserves all other rights including all rights to the Resulting Data.
5. **COMPLIANCE WITH PRIVACY LAWS**
- 5.1 Each Party shall comply in full with the Privacy Laws with regard to its respective Processing of the Shared Data.

5.2 Neither Party is aware of any conflict between the use of Shared Data for the Permitted Purposes and the Privacy Laws. If either Party becomes aware of any such conflict, such Party shall promptly notify the other Party in writing of such conflict.

5.3 Each Party shall, upon reasonable request of the other Party provide reasonable assistance to furnish such information evidencing that it has complied with the provisions of this DSA.

## **6. CONFIDENTIALITY**

6.1 The terms of this DSA, any and all discussions, correspondence and other materials exchanged between Recidiviz and Client, including Data and any other information of a Party disclosed during the term which is not made generally available to the public or under the circumstances should in good faith be considered to be confidential, are confidential and proprietary to the disclosing Party (collectively, the "Confidential Information"). Each party, as a receiving Party, will not use any Confidential Information except for the sole benefit of the disclosing Party and only to the extent necessary to provide the Services under this DSA; or disclose any Confidential Information of the disclosing Party to any person or entity; provided that each Party may disclose the Confidential Information: (a) to its affiliates, consultants and agents who have a need to know such information and who are subject to an obligation to keep such information confidential to the same extent as set forth herein, and (b) to the extent it is required to be disclosed by law, regulation or court order. If Confidential Information is required to be disclosed by law, regulation or court order, the Party required to disclose Confidential Information of the other Party shall notify the other Party of any such use or requirement prior to disclosure, unless such notification is prohibited by law, in order to afford such other Party an opportunity to seek a protective order to prevent or limit disclosure of the information. The receiving Party shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of the disclosing Party's Confidential Information, but in no event less than reasonable care. The receiving Party shall promptly notify the disclosing Party of any actual or suspected misuse or unauthorized disclosure of any of the Confidential Information. Notwithstanding the foregoing, the obligations set forth in this Section 6 shall not apply with respect to any information to the extent that it is: (a) already in the possession of the receiving Party prior to the first disclosure hereunder as shown by records or files; (b) is already part of the public knowledge or becomes part of the public knowledge after the time of disclosure other than as a result of any improper action by the receiving Party; (c) is approved in writing by the disclosing Party; (d) is required to be disclosed by applicable legal authority provided that, if practicable, adequate notice and assistance is given by the receiving Party to the disclosing Party for the purpose of enabling the disclosing Party to prevent and/or limit the disclosure; or (e) is independently developed by either Party without use of the Confidential Information from the other Party.

## **7. DATA QUALITY**

7.1 Each Party shall promptly inform the other Party in writing of any inaccuracies in the Data of which it becomes aware which need correcting or erasing.

7.2 The Parties shall record and share all Data using compatible and agreed technological methods and security measures.

## **8. SECURITY AND TRAINING**

8.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and the Permitted Purposes for Processing the Shared Data, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the Processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Data transmitted, stored or otherwise Processed, the Parties shall implement appropriate technical and organizational security measures to secure the Shared Data which are appropriate to the risk.

8.2 It is the responsibility of each Party to ensure that its staff members are appropriately trained to handle and Process the Shared Data in accordance with the Privacy Laws. Client will take the necessary technical precautions to ensure that Recidiviz has read-only access to live criminal justice data systems, and that Recidiviz cannot edit, alter, or delete records in those systems.

## **9. DATA BREACHES AND REPORTING PROCEDURES**

9.1 The Parties each warrant that they have in place and will continue to have in place for as long as they Process the Shared Data, appropriate technical and administrative procedures, policies and controls for identifying, reporting, responding to and resolving any Data Breaches in accordance with Privacy Laws. Where applicable, each Party shall comply with its obligations to report a Data Breach to the relevant governmental authority and affected Individuals pursuant to and in accordance with the Privacy Laws.

9.2 The Parties agree to provide reasonable assistance to the other Party as is necessary to facilitate the handling of any Data Breach in an expeditious manner in accordance with Privacy Laws.

## **10. WARRANTIES**

10.1 Each Party warrants and undertakes that:

10.1.1 such Party has full corporate right, power and authority to enter into this DSA and to perform the acts required of it hereunder;

10.1.2 the execution of this DSA by such Party, and the performance by such Party of its obligations and duties hereunder do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound;

10.1.3 when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms;

10.1.4 such Party acknowledges that the other Party makes no representations, warranties, or agreements related to the subject matter of this DSA that are not expressly provided for in this DSA;

10.1.5 it will Process the Shared Data at all times in compliance with the Privacy Laws;

10.1.6 it will respond within a reasonable time and as far as reasonably possible to inquiries from any relevant supervisory authority in relation to the Shared Data; and

10.1.7 it will respond to notices relating to such Party's respective Processing of the Shared Data in accordance with the Privacy Laws.

10.2 Client warrants and undertakes that:

10.2.1 it is entitled to share the Shared Data with Recidiviz and that such sharing will be carried out in accordance with the Privacy Laws; and

10.2.2 so far as it is aware, the Shared Data will be accurate and up-to-date on the date of sharing the Shared Data with Client.

10.3 Except as expressly stated in this DSA, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

## **11. DISCLAIMER AND LIMITATION OF LIABILITY**

11.1 THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE 11 HEREOF, RECIDIVIZ HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH REGARD TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/ OR FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. RECIDIVIZ MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES WILL MEET

CLIENT'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

- 11.2 EXCEPT AS STATED IN THIS SECTION, IN NO EVENT WILL RECIDIVIZ BE LIABLE UNDER OR IN CONNECTION WITH THIS DSA UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER RECIDIVIZ WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. RECIDIVIZ'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS DSA UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED ONE MILLION DOLLARS (\$1,000,000).
- 11.3 Recidiviz shall obtain an insurance policy in the amount of \$1,000,000 that shall be used to defray any costs to the State of Idaho for the damages payable in Section 11.2. The State of Idaho shall be listed as an additional named insured on the insurance policy.

## 12. GENERAL

- 12.1 **Governing Law.** This DSA and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto will be governed, construed and interpreted under the laws of the State of Idaho and the Parties consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this DSA.
- 12.2 **Counterparts.** This DSA may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.
- 12.3 **Assignment.** The Parties will not assign or otherwise transfer this DSA or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party except that Recidiviz may assign as collateral its right to payment with prior written notice. Recidiviz may assign or otherwise transfer this DSA in the event of a sale of all or substantially all of its assets.
- 12.4 **Amendment and Waiver.** Any term of this DSA may be amended or waived only with the written consent of the Parties. Any amendment or waiver effected in accordance with this Section will be binding upon the parties and their respective successors and assigns.
- 12.5 **Notices.** All notices provided by either Party under this DSA will be provided to the other Party's SPoC as identified in Section 3.
- 12.6 **Interpretation.** Section, schedule and paragraph headings shall not affect the interpretation of this DSA. Words in the singular shall include the plural and in the plural shall include the singular. When the context so requires, the use of the word "including" will mean "including, without limitation". In the case of any ambiguity between any provision contained in the body of this DSA and any provision contained in the schedules or appendices, the provision in the body of this DSA shall take precedence.
- 12.7 **Incorporation.** The Schedules form part of this DSA and shall have effect as if set out in full in the body of this DSA. Any reference to this DSA includes the schedules.
- 12.8 **Severability.** If one or more provisions of this DSA are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith, to maintain the economic position enjoyed by

each Party as close as possible to that under the provision rendered unenforceable. If the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this DSA, (ii) the balance of the DSA will be interpreted as if such provision were so excluded and (iii) the balance of the DSA will be enforceable in accordance with its terms.


- 12.9 **Entire Agreement.** This DSA is the product of both Parties hereto, constitutes the entire agreement between such Parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the Parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the Parties hereto regarding such transactions are expressly cancelled.
- 12.10 **Independent Contractor.** Neither Party will, for any purpose, be deemed to be an agent of the other Party and the relationship between the Parties will only be that of independent contractors. Neither Party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other Party in any respect whatsoever.
- 12.11 **Export Law Assurances.** Client understands that the Reports are or may be subject to export control laws and regulations. CLIENT MAY NOT DOWNLOAD OR OTHERWISE EXPORT OR RE-EXPORT THE REPORTS OR ANY UNDERLYING INFORMATION OR TECHNOLOGY EXCEPT IN FULL COMPLIANCE WITH ALL UNITED STATES AND OTHER APPLICABLE LAWS AND REGULATIONS, IN PARTICULAR, BUT WITHOUT LIMITATION, UNITED STATES EXPORT CONTROL LAWS. NONE OF THE REPORTS OR ANY UNDERLYING INFORMATION OR TECHNOLOGY MAY BE DOWNLOADED OR OTHERWISE EXPORTED OR RE-EXPORTED: (A) INTO (OR TO A NATIONAL OR RESIDENT OF) ANY COUNTRY TO WHICH THE UNITED STATES HAS EMBARGOED GOODS; OR (B) TO ANYONE ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS OR THE U.S. COMMERCE DEPARTMENT'S LIST OF PROHIBITED COUNTRIES OR DEBARRED OR DENIED PERSONS OR ENTITIES. CUSTOMER HEREBY AGREES TO THE FOREGOING AND REPRESENTS AND WARRANTS THAT CUSTOMER IS NOT LOCATED IN, UNDER CONTROL OF, OR A NATIONAL OR RESIDENT OF ANY SUCH COUNTRY OR ON ANY SUCH LIST.
- 12.12 **Survival.** Upon any termination of this DSA, the following Sections of this DSA shall survive termination: 1 (Certain Definitions); 3 (Points of Contact); 4 (Scope of Sharing); 5 (Compliance with Privacy Laws); 6 (Confidentiality); 10 (Warranties); 11 (Disclaimer and Limitation of Liability); and 12; (General).
- 12.13 Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is expressly reserved.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.

Signed by Mackenzie Jacoby

for and on behalf of

RECIDIVIZ, INC.

  
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Signature

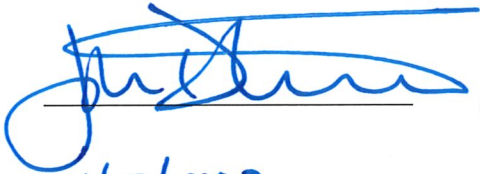
Jan 17, 2020  
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Date

Signed by Josh Tewalt

for and on behalf of

Idaho Department of Correction

  
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Signature

1/17/2020  
\_\_\_\_\_

Date



## Schedule 1

### SCOPE OF PROCESSING

This Schedule forms an integral part of the DSA and must be completed by the Parties.

#### A) PURPOSE OF SHARING

The purpose(s) of the Processing to be carried out by Client in respect of the Shared Data include(s) without limitation the following: Data will be shared with the client to assist in the ongoing curation of datasets suitable for detailed and timely analysis of the criminal justice systems within the State of Idaho. With these datasets, the client will produce analysis and measurements related to the performance and outcomes of these systems, including variance along dimensions within the data, trends over time, patterns across offices, patterns across state geography, and other such breakdowns which serve to provide sufficiently detailed and useful analysis. This analysis is to be provided to leadership and staff within the Idaho Department of Corrections to assist in the guidance of department policy and practice.

#### B) SHARED DATA TO BE PROCESSED

The Shared Data includes the following categories of non-personal information:

- Assessments - assessments of a particular person at a particular time, e.g. LSI-R
- Sentence Groups - groups of related sentences to incarceration and supervision
- Fines - fines imposed as part of sentencing
- Incarceration Sentences - sentences of a person to a period of incarceration
- Supervision Sentences - sentences of a person to a period of supervision
- Charges - charges brought against a person for a particular offense
- Arrests - records of arrests related to the aforementioned charges
- Bonds - bonds held prior to a particular court appearance or case
- Court Cases - cases carried out in court for some set of charges
- Incarceration Periods - periods of incarceration experienced in some facility/institution by a particular person
- Incarceration Incidents - behavioral or disciplinary incidents involving some incarcerated person
- Parole Decisions - decisions by the parole board as to whether to grant parole or not
- Supervision Periods - periods of supervision experienced either in some facility/institution or in the field by a particular person
- Supervision Violations - violations of supervision committed by (or accused towards) a particular person under supervision
- Supervision Violation Responses - measures imposed/executed by criminal justice agents in response to particular supervision violations
- Supervision Contacts - records of contacts between supervision officers and the people they supervise

- Program Metadata - information about programs (e.g. rehabilitation, treatment, education, training) available to persons incarcerated or supervised within the state
- Program Participation - records of participation by particular people in the aforementioned programs

The Shared Data includes the following categories of personal information:

- Person - metadata about an individual who has interacted with the criminal justice systems in Idaho, including information to assist in entity matching so that we can link different records of persons in different incoming datasets. This includes identifiable information, namely some subset of: state-provided identifiers, agency-provided identifiers, full names, aliases, birthdays, genders, races, ethnicities, and addresses.

### **C) INDIVIDUALS**

The Shared Data relates to the following categories of Individuals: any persons for whom records exist indicating that they have interacted with the criminal justice systems in Idaho. This includes individuals who have been arrested, charged, sentenced, incarcerated, or placed under community supervision. This may include individuals who were sentenced within Idaho but served that sentence in other states or commonwealths, as well as individuals who were sentenced in other states or commonwealths and served those sentences within Idaho.

## Schedule 2

### INFORMATION SECURITY SAFEGUARDS

#### 1. ORGANIZATIONAL SECURITY MEASURES

1.1. Security Program. The Parties have developed and implemented, and will consistently update and maintain as needed: (i) a written and comprehensive information security program in compliance with applicable Privacy Laws; and (ii) reasonable policies and procedures designed to detect, prevent, and mitigate the risk of Data Breach or identify theft ("**Security Program**"). Specifically, the Security Program shall include, at a minimum:

1.1.1. a data loss prevention program, with appropriate policies and technological controls designed to prevent loss of Shared Data; and

1.1.2. a disaster recovery and business continuity plan that addresses ongoing access, maintenance and storage of Shared Data as well as security needs for back-up sites and alternate communication networks.

1.2. Access.

1.2.1. Each Party shall take reasonable steps to limit disclosure of and access to Shared Data to only those personnel who have a business need to access Shared Data in order to fulfill the Permitted Purposes.

1.2.2. Each Party shall establish, maintain, and enforce the security principles of "segregation of duties" and "least privileged access" with respect to Shared Data. Each Party shall reasonably update all access rights based on personnel or computer system changes, and shall periodically review all access rights at an appropriate frequency to ensure current access rights to Shared Data are appropriate and no greater than are required for an individual to perform his or her functions necessary to fulfill the purposes of the DSA.

1.2.3. Each Party shall verify all access rights through effective authentication methods.

#### 2. PHYSICAL SECURITY MEASURES

2.1. Each Party shall maintain appropriate physical security measures for any facility used to Process Shared Data and continually monitor any changes to the physical infrastructure, business, and known threats.

#### 3. TECHNICAL SECURITY MEASURES

3.1. Vulnerability Scanning and Assessments. Each Party shall perform vulnerability scanning and assessments are performed on new and key applications and the infrastructure based on risk.

3.2. Access Control and Limiting Remote Access. Each Party shall secure its computer networks using multiple layers of access controls to protect against unauthorized access.

3.2.1. Except as otherwise set forth in the DSA, each Party shall prevent access to Shared Data via an Internet facing application or system.

3.2.2. Each Party shall restrict access through mechanisms such as, but not limited to, management approvals, robust controls, logging, and monitoring access events and subsequent audits.

3.2.3. Each Party shall identify computer systems and applications that warrant security event monitoring and logging, and reasonably maintain and analyze log files.

3.3. Encryption. Each Party shall encrypt all Shared Data in its possession, custody or control while in transit.

- 3.4. Security Patches. Each Party shall deploy all applicable and necessary system security patches to all software and systems that Process, store, or otherwise support the DSA.
- 3.5. Virus/Malware Scanning. Each Party shall use up-to-date, industry standard, commercial virus/malware scanning software that identifies malicious code on all of its systems that collect, use, disclose, store, retain or otherwise Process Shared Data.