



## SERVICES AGREEMENT

This Services Agreement (this “Agreement”) is entered into as of the date on which the last party executes this Agreement (“Effective Date”) by and between **The Sanborn Map Company, Inc.**, a Delaware corporation (“Sanborn”), and **Citizens Property Insurance Corporation**, a legislatively created Florida governmental entity (the “CLIENT” or “Citizens”). There are no third parties to this Agreement nor any third party rights or benefits either expressed or implied.

### RECITALS

Sanborn is in the business of creating specialized geographic information solutions products and services.

On January 26, 2018, CLIENT issued an Invitation to Negotiate, No. 18-0015 for Aerial Imagery Services (the “Solicitation”). Sanborn’s response to the Solicitation was accepted by Citizens, subject to the terms set forth in this Agreement.

CLIENT wishes to enter into this Agreement with Sanborn in order to secure post-event aerial imagery products and services from Sanborn.

CLIENT and Sanborn acknowledge the Agreement consists of the following, which are listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement (less the documents described below)
2. Exhibit D, End User License Agreements (EULAs), applicable to three separate licenses hereunder
3. Exhibit A, Citizens Standard Terms of Agreement
4. Exhibit C, Compensation, and,
5. Exhibit B, Sanborn’s Technical Proposal, consisting of (i) Sanborn’s seventy-four (74) page response to Attachment I of the Solicitation, (ii) Citizens\_ITN.No.18-0015\_Follow-Up.Questions\_Sanborn.Response dated May 9, 2018, and (iii) Citizens\_ITN.No.18-0015\_BAFO.Request\_Sanborn.Response dated May 14, 2018

NOW, THEREFORE, CLIENT and Sanborn mutually agree as follows:

#### **Article 1 Services.**

1.1 Sanborn agrees to perform those services for CLIENT that are generally described in Exhibit B (the “Services”) and shall deliver to CLIENT those deliverables specified in Exhibit B (the “Deliverables”). More specific Services and Deliverables shall be defined by CLIENT in a written work assignment (“Work Assignment”) to be mutually agreed upon between the parties from time to time as CLIENT’s needs dictate. The Work Assignments shall contain, at a minimum: (i) any flow down provisions from another buyer authorized to make purchases under this Agreement, if applicable, (ii) specifications, (iii) list of deliverable items and shipment instructions, (iv) acceptance criteria, and (v) schedule of Deliverables. Within twenty-four (24) hours of receiving a Work Assignment, Sanborn shall respond to such Work Assignment with a price quotation based on the prices set forth in Exhibit C. This Agreement and each Work Assignment must be approved by authorized representatives of each party with the authority to bind their respective organizations. Execution of a Work Assignment, by both parties shall constitute a notice to proceed with the Services. Sanborn acknowledges that (i) CLIENT may obtain the Services, and services similar to the Services, from other entities as CLIENT solely elects; and, (ii) there is no guarantee of any volume of business under this Agreement.

Neither party shall be responsible for delays or disruptions in performance if the cause was beyond that party’s control (or the control of its employees, subcontractors, or agents) (such delays or disruptions will be known as a “Force Majeure” event). Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. If the delayed party fails to notify the other party promptly upon the occurrence of any such event, performance by the delayed party will not be considered excused pursuant to this section.

To be excused from a Force Majeure event, Sanborn must notify CLIENT immediately upon knowing that a Force Majeure event may occur. Sanborn shall not be entitled to any increase in price or payment of any kind from CLIENT for direct, indirect, consequential, or other costs or damages arising because of a Force Majeure event. This section may not be invoked to excuse or delay Sanborn’s compliance with its obligations to protect Citizens’ Confidential Information under this Agreement.

Because of the nature of CLIENT’s business and the exigent circumstances during which certain of the Services will be required by CLIENT, Sanborn acknowledges and agrees that it shall use its best efforts to avoid Force Majeure delays or disruptions, including the timely activation of Sanborn’s business continuity and disaster recovery plans.

If a Force Majeure event results in a partial reduction in Sanborn’s capacity to serve its clients, Sanborn agrees that CLIENT will receive the same or better priority as Sanborn’s other clients with respect to the allocation of Sanborn’s resources.

1.2 Sanborn shall be the sole and exclusive owner of all right, title and interest in and to the work materials and Deliverables until such time as Sanborn has received full and final payment of all outstanding invoices with respect to the performance of the Services and delivery of the Deliverables hereunder. At such time as payment in full has been rendered to Sanborn, CLIENT shall have such rights, title, and interest in and to the work materials and Deliverables as shall be set forth in any applicable license or title documents accompanying such Deliverables. If such Deliverables are transmitted, shared, or distributed to the State of Florida, as permitted hereby; CLIENT shall ensure that the State of Florida receives and/or has access to such Deliverables expressly pursuant and subject to all terms, conditions, and limitations contained in, and terms, conditions and limitations no less restrictive than those contained in, Sanborn’s applicable standard End User License Agreements (EULA) specified

as Exhibit D.

13 Any products that are purchased through this Agreement or any Work Assignment issued hereunder that are the property of a third party (Google Cloud, Google Maps API) shall be subject to the owner's license agreements / terms of service. If the work materials and Deliverables are Sanborn's licensed products (Sanborn Oblique Imagery, Sanborn Oblique Analyst® Software, Sanborn Geodata Cache™ Software), the Deliverables shall be subject to Sanborn's standard End User License Agreements (EULA) specified as Exhibit D. If any term of an EULA is inconsistent or contradictory to terms set forth elsewhere in this Agreement, the terms elsewhere in this Agreement shall control. Notwithstanding anything to the contrary which may be contained in this Agreement, CLIENT expressly acknowledges and agrees that sole and exclusive ownership in and to Sanborn's licensed products (Sanborn Oblique Imagery, Sanborn Oblique Analyst® Software, Sanborn Geodata Cache™ Software) is retained at all times by Sanborn, and does not transfer to CLIENT or any other third party.

14 The parties mutually agree that the standards for quality validation of the Deliverables shall be as contained in the acceptance criteria of Exhibit B, and each Work Assignment issued hereunder. CLIENT shall be responsible for evaluating and determining the adherence of the Deliverables to the acceptance criteria or calculating error rates for the Deliverable units under this Agreement or any Work Assignment issued hereunder within thirty (30) days of receipt. To the extent that CLIENT assigns or contracts some or all of this responsibility to any third party ("Agent") such assignment or contracting of the responsibility shall not relieve CLIENT of responsibility and liability for all acts and omissions which may constitute CLIENT's default or breach of this Agreement.

15 CLIENT's points of contact for Sanborn shall be:

Lori Newman  
Contract Administrator  
Vendor Management Office  
301 W Bay Street, Suite 1300  
Jacksonville, Florida 32202  
(904) 407-0225  
[Lori.Newman@citizensfla.com](mailto:Lori.Newman@citizensfla.com)

Laura Kennedy  
Contract Manager  
Citizens Property Insurance Corporation  
301 West Bay Street, Suite 1300  
Jacksonville, Florida 32202  
(904) 208-7731  
[Laura.Kennedy@citizensfla.com](mailto:Laura.Kennedy@citizensfla.com)

Sanborn's points of contact for CLIENT shall be:

Bridget Marcotte, PMP  
Project Manager  
Sanborn  
1935 Jamboree Drive, Suite 100  
Colorado Springs, CO 80920-5358  
(719)244-2311  
[bmarcotte@sanborn.com](mailto:bmarcotte@sanborn.com)

Amy E. Kappel  
Director, Corporate Contracts  
Sanborn  
1935 Jamboree Drive, Suite 100  
Colorado Springs, CO 80920-5358  
(719) 264-5510  
[akappel@sanborn.com](mailto:akappel@sanborn.com)

**Article 2 Reserved.**

**Article 3 Independent Contractor Status.**

3.1 Sanborn is an independent contractor and no employees, associates or agents of Sanborn shall be deemed to be an employee, associate or agent of CLIENT, or vice-versa. CLIENT and Sanborn are not and shall not be considered as employer/employee, joint adventurers, partners, or one as agent of the other under this Agreement, and neither shall have power to bind or obligate the other.

**Article 4 Term and Termination.**

4.1 This Agreement shall have an initial contract term of five (5) years, and may be renewed by mutual agreement for up to five (5) additional one (1) year renewal periods. Renewals shall be subject to the same terms and conditions set forth in this Agreement at the time of renewal, including any written amendments signed by the parties.

4.2 This Agreement may be terminated at any time by either party by giving thirty (30) days' written notice to the other party. If terminating for any reason other than convenience or delay or default in payment obligations, the terminating party shall provide the other party at least thirty (30) days to cure, or to submit an acceptable plan to cure, prior to the effective date of such termination. Upon the date so specified by the terminating party, Sanborn shall immediately terminate all activities on behalf of CLIENT. Notwithstanding any such termination, CLIENT shall in no event be released from its obligation to pay Sanborn for all Services accepted and those in process at the time of such termination, and Deliverables accepted prior to such termination.

4.3 Notwithstanding anything to the contrary in section 4.2 above, each party agrees not to exercise its right to cancel this Agreement for convenience prior to December 31, 2020.

4.4 Following any termination or expiration of this Agreement, CLIENT shall be entitled to retain copies of any images and data it properly paid for under this Agreement, and CLIENT may continue using the images and data for internal business purposes only. The parties acknowledge that Florida's Public Records laws may prohibit the return or destruction of such images and data.

**Article 5 Indemnification**

5.1 By CLIENT. CLIENT agrees to indemnify, defend and hold harmless Sanborn and Sanborn's directors, officers, shareholders, employees, agents and affiliates from and against any and all third party actions, claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs (collectively, "Claims"), which may be suffered by, accrued against, charged to, or arising out of the negligent acts, errors or omissions of CLIENT or any of  
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CLIENT's officers, directors, employees, agents or affiliates in connection with the performance of its obligations under this Agreement.

52 By Sanborn. Sanborn agrees to indemnify, defend and hold harmless CLIENT and CLIENT's directors, officers, shareholders, employees, agents and affiliates from and against any and all Claims, which may be suffered by, accrued against, charged to, or arising out of the negligent acts, errors or omissions of Sanborn or any of Sanborn's officers, directors, employees, agents or affiliates in connection with the performance of its obligations under this Agreement.

53 Conditions of Indemnification of Third Party Claims. The obligations and liabilities of the parties hereunder with respect to Claims resulting from the assertion of liability by third parties shall be subject to the following terms and conditions:

(a) In the event that any claim or demand for which one party would be liable to the other hereunder (the "Indemnified Party" and the "Indemnifying Party" as applicable), is asserted against or sought to be collected by a third party, the Indemnified Party shall promptly notify the Indemnifying Party of such claim or demand, specifying the nature of such claim or demand and the amount or the estimated amount thereof (which estimate shall not be conclusive of the final amount of such claim or demand) (the "Claim Notice"). The Indemnifying Party shall have ten (10) business days from its receipt of the Claim Notice (the "Notice Period") to notify the Indemnified Party (1) whether or not the Indemnifying Party disputes its liability to the Indemnified Party hereunder with respect to such claim or demand, and (2) if it does not dispute such liability, whether or not it desires, at its sole cost and expense, to indemnify and defend the Indemnified Party against such claim or demand; provided, however, that the Indemnified Party is hereby authorized prior to and during the Notice Period to file any motion, answer or other pleading that it shall deem necessary or appropriate to protect its interests. In the event that the Indemnifying Party notifies the Indemnified Party within the Notice Period that Indemnifying Party desires to defend against such claim or demand, then except as hereinafter provided, the Indemnifying Party shall have the right to defend the Indemnified Party by appropriate proceedings, which proceedings shall be promptly settled or prosecuted to a final conclusion in such a manner as to avoid any risk of an Indemnified Party becoming subject to liability for any other matter. If, in the reasonable opinion of an Indemnified Party, any such claim or demand involves an issue or matter that could have a material adverse effect on the business, operations, assets, properties or prospects of an Indemnified Party or an affiliate of an Indemnified Party, such Indemnified Party shall have the right to control the defense or settlement of any such claim or demand, and its reasonable costs and expenses thereof shall be included as part of the indemnification obligations of the Indemnifying Party hereunder. If the Indemnifying Party disputes its liability with respect to such claim or demand or elects not to defend against such claim or demand, whether by not giving timely notice as provided above or otherwise, then the amount of any such claim or demand, or, if the same be contested by the Indemnifying Party or by an Indemnified Party (but the Indemnified Party shall not have any obligation to contest any such claim or demand), then that portion thereof as to which such defense is unsuccessful, shall be presumptively deemed to be a liability of the Indemnifying Party hereunder (subject, if the Indemnifying Party has timely disputed liability, to a determination that the disputed liability is covered by these indemnification provisions).

(b) In the event that an Indemnified Party should have a claim against an Indemnifying Party hereunder that does not involve a claim or demand being asserted against or sought to be collected from it by a third party, the Indemnified Party shall promptly send a Claim Notice with respect to such claim to the Indemnifying Party; provided, that the failure to so

notify shall not limit the Indemnified Party's right to indemnification unless such failure materially adversely affects the ability of the Indemnifying Party to defend such claim and then only to such extent. If the Indemnifying Party does not notify the Indemnified Party within the Notice Period that it disputes such claim, the amount of such claim shall be presumptively deemed a liability of the Indemnifying Party hereunder.

54 Participation; Cooperation. The Indemnified Party will at all times also have the right to participate fully in the defense at its own expense unless the third party Claim is made both against an Indemnifying Party and an Indemnified Party and the Indemnified Party has been advised by counsel that there are legal defenses available to such Indemnified Party that are materially different from those available to the Indemnifying Party, in which case the fees and expenses of one counsel in respect of such claim incurred by the Indemnified Party will be paid by Indemnifying Party. The parties will cooperate in the defense of all third-party Claims that may give rise to indemnifiable Claims hereunder. In connection with the defense of any claim, each party will make available to the party controlling such defense, any books, records or other documents within its control that are reasonably requested in the course of such defense.

55 Limitation on Damages. Notwithstanding any other provision of this Agreement, neither party will be liable to the other for any punitive, indirect, special, consequential or incidental damages whatsoever. Each party's maximum aggregate liability to the other party shall be limited to the greater of (i) \$1,000,000 over the term of the Agreement, or (ii) the aggregate dollar value of fees paid to Sanborn by CLIENT pursuant to the terms hereof. EXCEPT FOR THE EXPRESS WARRANTIES MADE OR REFERENCED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY ITEMS OR SERVICES PROVIDED UNDER THIS AGREEMENT. The parties mutually agree that any warranty for Sanborn's licensed products shall be as contained in Sanborn's standard End User License Agreements (EULA) specified as Exhibit D.

## **Article 6      Miscellaneous.**

6.1 This Agreement is made in the State of Florida, and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

6.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, the City of Tallahassee, Leon County, Florida.

6.3 This Agreement and its Exhibits contains the entire agreement between CLIENT and Sanborn and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties as described in sections 6.9 and 6.10.

6.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

6.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

6.6 The waiver of a breach of any provision of this Agreement by either party or the

failure of either party otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

6.7 Notice required under this Agreement shall be in writing and either personally delivered; sent by certified mail, return receipt requested; sent by common courier (i.e., UPS, FedEx), with proof of delivery; or sent electronically (i.e., Facsimile, Email), with delivery/read receipt/confirmation, to CLIENT at its principal executive offices in section 1.5 or to Sanborn, Attention: Corporate Contracts at the last address filed by it in writing with CLIENT.

6.8 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors. Neither party may assign this Agreement to a successor without the prior written approval of the other party; such approval which shall not be unreasonably withheld.

6.9 This Agreement may only be modified through a written amendment signed by authorized representatives of the parties.

6.10 Any Work Assignment(s) issued hereunder may only be modified through mutual written agreement between the parties.

6.11 With the exception of Citizens' Confidential Information and any liquidated damages identified herein, all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the parties for resolution. In the event that the parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved party to the other party, the aggrieved party shall be free to pursue all remedies available at law or in equity.

6.12 The parties acknowledge that certain equipment, products, software and technical information provided pursuant to this Agreement may be subject to United States export laws and regulations and agrees that any use or transfer of such items must be authorized by the appropriate United States government agency. The parties shall not directly or indirectly use, distribute, transfer or transmit any item and/or information (even if incorporated into other equipment, products, software or technical information) except in compliance with United States export laws and regulations.

6.13 Sanborn may propose technology enhancement of Deliverables being provided under this Agreement or any Work Assignment(s) issued hereunder whenever newer technology becomes available that may save money, improve performance, or improve adherence to specifications. All proposed upgrades must meet the following requirements: (i) all mandatory requirements of this Agreement and any Work Assignment(s) must continue to be met, (ii) the proposed upgrade or enhancement will result in at least equal operability, maintainability, reliability, and overall performance while providing some additional benefit or advantage to CLIENT, (iii) the change will be mutually negotiated between the parties, (iv) as a minimum, the following information must be submitted by Sanborn with each such proposal: (a) a description of the difference between the existing Agreement and/or Work Assignment requirement and the proposed change along with the comparative advantages and disadvantages of each, (b) suggested Agreement and/or Work Assignment requirements which should be changed if the proposed technology enhancement is adopted, (c) a complete pricing proposal that evidences the commerciality of the pricing (the price for the upgraded product/service or configuration can be no greater than the price of the replaced product/service under this Agreement), (v) an evaluation of the proposed change's effect on collateral costs, costs of related items, and costs of

maintenance and operation, as applicable, (vi) timing as to when the modification adopting the technology enhancement must be issued to ensure the maximum benefit to CLIENT, and (vii) identify any effect on the Agreement and/or Work Assignment completion or delivery schedule. In the case that CLIENT rejects any such proposed upgrades, Sanborn shall confirm to provide the Services and Deliverables on the same terms and conditions in this Agreement.

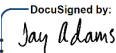
6.14 Notwithstanding any other provisions of this Agreement that shall survive any termination of this Agreement, the provisions of Articles 1-6 shall survive any termination of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

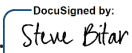
THE SANBORN MAP COMPANY, INC.

By: John R. Copple  
Name: John R. Copple  
Title: President/CEO

CITIZENS PROPERTY INSURANCE CORPORATION

By:   
Name: Jay Adams  
Title: Chief of Claims  
2/25/2019

CITIZENS PROPERTY INSURANCE CORPORATION

By:   
Name: Steve Bitar  
Title: Chief of Underwriting and Agency services  
2/25/2019

## EXHIBIT A

### CITIZENS STANDARD TERMS AND CONDITIONS

**1. Definitions.** As used in this Agreement, the following terms have the following meanings:

1.1. "Citizens Confidential Information" means all information, data, and documentation, whether marked as confidential or not, disclosed to Vendor in the course of this Agreement that is either: (a) Protected under any applicable state or federal law (including Chapter 119, Florida Statutes; Sections 501.171, and 627.351(6), Florida Statutes; Chapter 690-128, Florida Administrative Code; and, 15 U.S.C. § 6801 et seq.); (b) private information concerning Citizens' employees or policyholders (including social security numbers, personal health information, personal credit information, banking information, drivers' license numbers, personal email addresses, personal phone numbers, and home addresses); or, (c) related to any Citizens' manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, or any business, governmental, and regulatory matters affecting Citizens. "Citizens Confidential Information" does not include any information, data or documentation that: (a) is publicly available through no fault of Vendor or Vendor Staff; or, (b) Vendor developed independently without relying in any way on Citizens Confidential Information.

1.2. "Vendor Staff" means any of Vendor's employees, agents, subcontractors or representatives who: (a) provide the Services; or, (b) have access to Citizens Confidential Information.

**2. Vendor Staff Qualifications and Removal.** All Vendor Staff shall be properly trained and qualified. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualification to Citizens. All Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling laws and regulations relevant to the Services.

If Vendor knows or learns of circumstances indicating that a Vendor Staff member (i) lacks the proper training or qualifications to perform the Services; or, (ii) is lacking in honesty or integrity, then Vendor will not allow that person to perform Services under this Agreement. Further, if Citizens reasonably determines that a Vendor Staff member is unsuitable for his/her role under this Agreement, Citizens has the right to disallow that person from performing in such role and to require Vendor to promptly provide a qualified replacement reasonably acceptable to Citizens.

**3. Changes.**

3.1. Citizens may require changes altering, adding to, or deducting from the Services (each, a "Change"), provided that: (a) such Change is within the general scope of this Agreement; and, (b) Citizens will make an equitable adjustment in Vendor's compensation or delivery date if a Change materially affects the cost or time of performance of the Services. Such equitable adjustments require the written consent of Vendor, which consent shall not be unreasonably withheld, delayed or conditioned. The Parties will cooperate in good faith to determine the scope and nature of a Change, the availability of Vendor Staff, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

3.2. A Change resulting in an increase or decrease to Vendor's compensation or the scope of Services must be evidenced by a formal amendment to this Agreement. All other changes shall be evidenced by either a writing signed by the Contract Manager or designee of each Party or a formal amendment to this Agreement.

**4. Compensation.**

4.1. Maximum Compensation and Budget Requirement. Citizens' obligation to pay Vendor for all Services and reimbursable expenses under this Agreement (i) shall not exceed a total dollar amount of thirty-two million U.S. dollars (\$32,000,000.00); and, (ii) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis.

4.2. Invoices. Vendor must timely submit all requests for compensation for Services or expenses, where permitted, in sufficient detail for a pre- or post-audit. The compensation request must include a unique invoice number, be in US dollars, legible, page-numbered, signed, and dated. Vendor shall also submit a copy, marked as duplicate, of the original, invoice to Citizens' Contract Manager or designee. All invoices and payment credits must be submitted to the attention of Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 on a milestone basis and must include, at a minimum, the following: (a) Agreement/task order number/purchase order number, if applicable; (b) Vendor's name, address, phone number (and remittance address, if different); (c) Vendor's Federal Employment Identification Number; (d) Citizens' Contract Manager's name; (e) invoice date; (f) Services period; (g) taxes listed separately, if applicable (see Section 8.7.); and, (h) itemized Services for which compensation is being sought.

4.3. Payment Processing. Citizens may require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under this Agreement and Vendor agrees that it will provide such information as reasonably requested by Citizens. Payment shall be due net thirty (30) days of Citizens' actual receipt of a complete and undisputed invoice. Where a submitted invoice is incomplete, such as not containing the information described in this Section, Citizens will return the incomplete invoice to Vendor for correction within thirty (30) days of Citizens' actual receipt of such invoice. Where Citizens reasonably disputes any part of a complete invoice, such as the amount of the compensation request, Citizens shall pay any undisputed portion of the invoiced amount within (30) days of Citizens' actual receipt of the complete invoice and will describe the basis for the disputed portion of the invoiced amount. Where Vendor disagrees with Citizens dispute of any invoice, the Parties shall seek to resolve the dispute in accordance with the Dispute Resolution Process further described in this Agreement. In no case shall Citizens be subject to late payment interest charges where Vendor has submitted an incomplete invoice or where Citizens has reasonably disputed an invoice. Where Vendor fails to submit an invoice within twelve (12) calendar months of the Services for which compensation is being requested, Vendor acknowledges and agrees that any payment due for such Services is forfeited by Vendor for its failure to timely submit an invoice.

4.4. Travel-related Expenses. Except as authorized in writing and/or provided in the Compensation Schedule, Citizens will not reimburse Vendor for travel-related expenses. To the extent authorized, Vendor agrees to comply with Citizens' then-current Vendor Travel Reimbursement Guidelines.

4.5. No Additional Charges. Except for the compensation described in the Compensation Schedule and travel-related expenses, if permitted, Citizens shall not be billed for or be obligated to pay to Vendor any charges, expenses, or other amounts for the Services or otherwise.

4.6. Offsets and Credits. Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) days following Citizens' request.

4.7. Taxes. Citizens is a State of Florida, legislatively created, governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Vendor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Vendor agrees that Citizens is not responsible to collect or withhold any federal, state, or local employment taxes, including personal property tax, income tax withholding, and social security contributions, for Vendor or Vendor Staff. Any and all taxes, interest or penalties, including personal property tax or any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall

be paid or withheld by Vendor or, if assessed against and paid by Citizens, shall be immediately reimbursed by Vendor upon demand by Citizens.

## **5. Insurance.**

5.1. Requirements. During the term of this Agreement, Vendor will maintain at its sole expense the following insurance, purchased from an insurer licensed to transact business in the State of Florida.

5.1.1. Workers' Compensation which provides coverage for Vendor's employees and independent contractors' employees, regardless of the state of hire, in at least the minimum statutory limits required by the State of Florida, and Employers' Liability with limits of \$1 million per accident; provided, however, that such workers' compensation policy may exclude coverage for independent contractor employees who are covered by a workers' compensation policy that meets the requirements (including Employers' Liability coverage) set forth herein.

5.1.2. Commercial General Liability with minimum limits of \$1 million per occurrence (to include contractual liability for liability assumed hereunder) and \$2 million in the aggregate;

5.1.3. Automobile Liability with combined single limits of not less than \$1 million per accident (this policy must include Symbol 1 "Any Auto" coverage);

5.1.4. Aviation Liability Insurance on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 single limit including passengers. This coverage may also be provided by endorsement to a Commercial General Liability policy (ISO Form CG 00 01) provided under Section 5.1.2. above,

5.2. Insurance Company Qualifications. Each company issuing policies required under Sections 5.1. must: (i) be licensed to transact business in the State of Florida; and, (ii) have an AM Best Financial Strength rating of "A-" or above.

5.3. Vendor's Insurance is Primary. The insurance required under Section 5.1. shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Citizens, Citizens' Board Member, or any Citizens' employee.

5.4. Citizens to be an Additional Insured. The Commercial General Liability and Auto Liability policies in Section 5.1 shall include Citizens as an additional insured. For Commercial General Liability coverage, the policy must include ISO Form #CG 20 10 10 01 or a comparable company specific endorsement.

5.5. Waiver of Subrogation. The insurance required under Section 5.1 will include a provision waiving the insurer's rights of recovery or subrogation against Citizens.

5.6. Coverage for Indemnity Obligations. The Commercial General Liability and Auto Liability coverages will cover claims made under the indemnity provisions of this Agreement.

5.7. Notice of Cancellation or Change. To the extent practicable, the Commercial General Liability policies shall require thirty (30) calendar days prior written notice to Citizens of cancellation, non-renewal or change in any coverage, except for ten (10) calendar days prior written notice for non-payment of premium.

5.8. Proof of Coverage. Within thirty (30) calendar days of execution of this Agreement, and upon renewal or reissuance of coverage thereafter, Vendor must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required in Section 5.1. The certificates for Commercial General Liability must correctly identify the type of work Vendor is providing to Citizens under this Agreement. The agent signing the certificate must hold an active Insurance General Lines Agent license (issued within the United States). Vendor shall provide copies of its policies upon request by Citizens.

## **6. Records; Audits; Public Records Laws.**

6.1. Record Retention. Vendor shall retain all records relating to this Agreement for the longer of: (a) five (5) years after the termination of this Agreement; or, (b) the period specified by Citizens as necessary to comply with Florida law.

6.2. Right to Review Records. Citizens shall have the right to review any of Vendor's records relating solely to this Agreement, upon written notice to Vendor of at least three (3) business days. Vendor shall not unreasonably delay or inhibit Citizens' right to review as set forth in this Section. Vendor shall cooperate with auditor(s) and, provide requested documentation in a timely manner (preferably within five (5) business days). Vendor must resolve any deficiencies discovered during the review within ninety (90) calendar days from being reported. Citizens may extend the response time period in its sole discretion. Citizens has the right to conduct follow-up audit procedures to assess Vendor's corrective action(s). Any entity performing auditing services pursuant to this Section shall execute a non-disclosure agreement with regard to Vendor's proprietary information, unless precluded from doing so by law.

6.3. Public Records Laws. Vendor acknowledges that Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes, (collectively, "Florida's Public Records Laws"). Therefore, any information provided to Citizens or maintained by Vendor in connection with this Agreement may be subject to disclosure to third parties.

6.3.1. Protection of Vendor's Confidential Information. Section 627.351(6)(x)1.e., Florida Statutes, provides that proprietary information licensed to Citizens under a contract providing for the confidentiality of such information is confidential and exempt from the disclosure requirements of Florida's Public Records Law. Other Florida Statutes allow for various protection of vendor's trade secrets and financial information. In order to protect any information provided to Citizens that vendor considers to be protected from disclosure under Florida law ("Vendors Confidential Information") Vendor should clearly label and mark each page or section containing such information as "Confidential", "Trade Secret" or other similar designation.

6.3.2. Responding to Request for Vendor Confidential Information. If Citizens receives a Public Records Request ("PRR") or a request from any regulatory or legislative entity regarding Vendor's Confidential Information, it shall promptly notify Vendor in writing, or electronically. To the extent permitted by law, Citizens shall not produce Vendor's Confidential Information unless authorized by Vendor, or by order of a court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Vendor's Confidential Information, the Parties agree that Citizens is authorized to deliver Vendor's Confidential Information to the court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor's Confidential Information is confidential or exempt from disclosure or production pursuant to Florida's Public Records Laws then Vendor shall be solely responsible for defending its position, or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for Citizens to defend or justify Vendor's position. Vendor also agrees to indemnify and hold harmless any Citizens Indemnitee for any Claims, including attorneys' fees, costs, and expenses incidental thereto, incurred by Citizens in connection with this Section.

6.3.3. Vendor's Duty to Forward Records Requests to Citizens. Vendor receives a PRR that is in any way related to this Agreement, Vendor agrees to immediately notify Citizens' Records Custodian and forward the PRR to Citizens' Records Custodian for logging and processing. Citizens' Records Custodian's email address is: Recordsrequest@citizensfla.com. Citizens shall be the Party responsible for coordinating the response and production to the PRR. Vendor shall communicate with Citizens to determine whether requested information is confidential and/or exempt from public records disclosure requirements. Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Florida's Public Records Laws.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS

AGREEMENT, PLEASE CONTACT CITIZENS' RECORDS CUSTODIAN AT (i) (850) 521-8302; (ii) RECORDSREQUEST@CITIZENSFLA.COM; OR, (iii) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303.

6.4. Vendor's Failure to Respond to Public Records Request. Vendor must comply with Citizens' request for records, including all documents, papers, letters, emails, or other materials in conjunction with this Agreement, within thirty (30) calendar days of Citizens' request. Vendor's failure to comply with Citizens request may be subject to penalties in accordance with Chapter 119.10, Florida Statutes. Vendor will hold Citizens harmless from any actions resulting from Vendor's non-compliance with Florida's Public Records Laws. Without limiting Citizens' other rights of termination as further described in this Agreement, Citizens may unilaterally terminate this Agreement for refusal by Vendor to comply with this Section unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

6.5. The provisions of this Section shall survive the termination of this Agreement.

## **7. Security and Confidentiality.**

7.1. General Requirements. Vendor shall implement and maintain appropriate safeguards to: (a) ensure the security and confidentiality of Citizens Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of Citizens Confidential Information; and, (c) protect against unauthorized access to or use of Citizens Confidential Information that could cause harm or inconvenience to Citizens or any customer of Citizens.

7.3. Right of Audit by Citizens. Without limiting any other rights of Citizens herein, Citizens shall have the right to review Vendor's privacy and security controls prior to the commencement of Services and from time to time during the term of this Agreement. Such review may include Citizens' right, at its own expense and without notice, to perform (or have performed) an on-site audit of Vendor's privacy and security controls. In lieu of such an audit, Citizens may require Vendor to complete, within thirty (30) days of receipt, an audit questionnaire provided by Citizens regarding Vendor's privacy and security programs.

7.4. Audit Findings. Vendor shall implement any required safeguards as identified by Citizens or by any audit of Vendor's privacy and security controls.

7.5. Use of Citizens' Systems. Where Vendor or Vendor Staff have access to Citizens' systems or technology provided by or through Citizens, in addition to the other safeguards required by this Section, Vendor and Vendor Staff shall not share user identifications and/or passwords with any other individual.

7.6. Data Encryption. Where, possible, Vendor and Vendor Staff will encrypt all electronic data and communications containing Citizens Confidential Information using a strong cryptographic protocol that is consistent with industry standards.

7.7. Data Storage. Except as permitted in writing by Citizens' Contract Manager or designee, and outside the normal data collection and production process of Vendor, Vendor and Vendor Staff shall not store Citizens Confidential Information on portable external storage devices or media (such as "thumb drives," compact disks, or portable disk drives).

7.8. Data Export. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff are prohibited from: (a) performing any Services outside of the United States; or, (b) sending, transmitting, or accessing any Citizens Confidential Information outside of the United States.

7.9. Security of Vendor Facilities. All Vendor and Vendor Staff facilities in which Citizens Confidential Information is located or housed shall be maintained in a reasonably secure manner. Within such facilities, all printed materials containing Citizens Confidential Information should be kept locked in a secure office, file cabinet, or desk (except when materials are being used).

7.10. Labeling of Confidential Information. Where possible, any documents or electronic files created by Vendor or Vendor Staff that contain Citizens Confidential Information must be conspicuously labeled or marked so that the individual viewing or receiving the information understands that the information is confidential.

7.11. Photocopying and Faxing Restrictions. Vendor and Vendor Staff shall not make photocopies or send facsimiles of Citizens Confidential Information unless there is a business need.

7.12. Transmission of Confidential Information Materials. In the event it is necessary to transport materials containing Citizens Confidential Information via mail, parcel delivery service or other means, Vendor Staff must subsequently verify that such materials have been received by the intended parties.

7.13. Disposal of Confidential Information. The disposal of all printed materials containing Citizens Confidential Information must be done in a manner that renders the information inaccessible to others (the use of a reputable third party shredding company is permissible).

7.14. Authority to Disclose Confidential Information to Others. Vendor acknowledges and agrees that any Citizens Confidential Information disclosed to or acquired by Vendor is disclosed and/or acquired solely for the purposes of facilitating the provision of the Services. Vendor shall restrict access to Citizens Confidential Information to Vendor Staff who will actually perform Services and Vendor shall provide such Vendor Staff with work environments that protect against inadvertent disclosure to others. Vendor shall be solely responsible for informing any individual or entity with access to Citizens Confidential Information of the provisions of this Agreement and shall be responsible for any acts of those individuals and entities that violate such provisions.

7.15. Unauthorized Disclosure of Confidential Information. Vendor will notify Citizens as soon as possible of any potential or actual unauthorized disclosure, misuse, or misappropriation of Citizens Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly. Pursuant to Section 501.171, Florida Statutes, if Vendor maintains computerized data that includes personal information, as defined in such statute, on behalf of Citizens, Vendor shall disclose to Citizens any breach of the security of the system as soon as practicable, but no later than ten (10) days following the determination of the breach of security or reason to believe the breach occurred.

7.16. Return of Confidential Information. During the term of this Agreement, upon Citizens written request or upon the termination of this Agreement for any reason, Vendor shall promptly return to Citizens all copies, whether in written, electronic or other form or media, of Citizens Confidential Information in its possession, or securely dispose of all such copies, and certify in writing to Citizens that Citizens Confidential Information has been returned to Citizens or disposed of securely.

7.17. Notification of Anticipatory Breach. Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this Section, it will immediately inform Citizens in writing of such inability and such inability on Vendor's part will serve as justification for Citizens' termination of this Agreement, at Citizens' sole election, at any time after the inability becomes known to Citizens.

7.18. Remedies. Vendor acknowledges that breach of Vendor's obligation of data security and confidentiality may give rise to irreparable injury to Citizens and Citizens' customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Citizens may seek and obtain injunctive relief against the breach or threatened breach of the provisions of this Section, in addition to any other legal remedies which may be available, including, at the sole election of Citizens, the immediate termination, without penalty to Citizens, of this Agreement in whole or in part.

7.19. Subcontractors. Except as permitted in writing by Citizens' Contract Manager or designee, the provisions of this Section shall apply to each of Vendor's subcontractors at any level who obtain access to Citizens Confidential Information in connection with this Agreement.

7.20. The provisions of this Section shall survive the termination of this Agreement.

## **8. Miscellaneous.**

8.1. Relationship of the Parties. Vendor is an independent contractor with no authority to contract for Citizens or in any way to bind or to commit Citizens to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Citizens. Under no circumstances shall Vendor or Vendor Staff hold itself out as or be considered an agent, employee, joint venturer, or partner of Citizens. In recognition of Vendor's status as an independent contractor, Citizens shall carry no Workers' Compensation insurance or any health or accident insurance to cover Vendor or Vendor Staff. Citizens shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Vendor nor Vendor Staff shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or retirement plan of Citizens.

8.2. Vendor Conflicts of Interests. Vendor, and all principals in its business, must execute a Conflict of Interest Form as required by Citizens. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.

8.3. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.

Vendor shall not accept a gift from a Citizens policyholder in connection with the Services that is, or could be interpreted to be, intended to influence the handling of the policyholder's claim, or could be interpreted as an expression of gratitude for such an act.

8.4. Convicted Vendor List. Vendor shall immediately notify Citizens' Contract Manager or designee in writing if it or any of its affiliates are placed on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government.

8.5. Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement.

8.6. Subcontracting. Vendor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without Citizens' prior written consent and any attempt to do so shall be void and without effect. Citizens' consent to Vendor's request to subcontract any of the Services shall not relieve Vendor of any of its duties or obligations under this Agreement, and Vendor shall indemnify and hold Citizens harmless from any payment required to be paid to any such subcontractors.

8.7. Publicity; Use of Names and Logos. Vendor may use Citizens' name and logo in its marketing materials, website and social media to indicate that it is a participating or contracted vendor for Citizens. However, Vendor may not in any way state, imply or infer that it holds a "preferred," "approved," "awarded," "selected" or otherwise special status with Citizens in any such materials. This prohibition includes, but is not limited to, the use of endorsements or quotes from Citizens officials, Citizens vendor scores, or any other Citizens-related materials that may directly or indirectly imply that Vendor enjoys a special or preferred status with Citizens. Citizens reserves the right to determine that its name and/or logo have been misused and to request that Vendor cease using its name and/or logo in any way it deems inappropriate. Failure to comply will result in disciplinary action, up to and including contract termination. Vendor may only use the approved Citizens logo, which is available for download at: <https://www.citizensfla.com/about/mediaresources.cfm>.



EXHIBIT B

Services and Deliverables

Sanborn's Technical Proposal, consisting of (i) Sanborn's 74-page response to Attachment I of the Solicitation, (ii) Citizens\_ITN.No.18-0015\_Follow-Up.Questions\_Sanborn.Response dated May 9, 2018, and (iii) Citizens\_ITN.No.18-0015\_BAFO.Request\_Sanborn.Response dated May 14, 2018.



## EXHIBIT C

Compensation

CLIENT shall pay, and Sanborn agrees to accept, as full consideration for accepted Services and Deliverables under Exhibit B of this Agreement, the fees according to the following schedules. The parties will use these fee schedules to arrive at firm fixed pricing in a Work Assignment.

Rapid Response Acquisition \$/sq mile			
Sq. Miles/GSD	1-foot	6-inch	3-inch
100-149	\$ 240.00	\$ 275.00	\$ 346.00
150-249	\$ 171.00	\$ 206.00	\$ 278.00
250 +	\$ 112.00	\$ 147.00	\$ 211.00

The pricing **above** includes the deliverables as defined in Exhibit B. These include delivery of 4-way oblique and 1 nadir direct geo-referenced imagery dataset of 3-band (RGB) images in .TIF/.TFW or .JPG/.JGW format at the desired resolution, metadata, reports and documentation. To calculate the total price, multiply the number of square miles ordered by the price in the table under the appropriate resolution.

If CLIENT chooses the option for a viewing application or wants the nadir imagery ortho-rectified, the prices **below** apply. Nadir ortho-rectified imagery is provided on a per square miles basis in addition to acquisition cost in the table above.

Survey/AT/DEM/Quick Nadir Ortho (Optional)			
Sq. Miles/GSD	1-foot	6-inch	3-inch
100-149	\$ 109.00	133.00	\$ 193.00
150-249	\$ 75.00	\$ 98.00	\$ 160.00
250 +	\$ 47.00	\$ 70.00	\$ 131.00

Sanborn allows its Sanborn Oblique Analyst® Software and Imagery to be installed on CLIENT's server with a one-time fee per installation. CLIENT has access to the Software and Imagery in perpetuity. Software updates and maintenance are complimentary in year one (1), with an additional cost option to renew in years two (2) and forward. The Sanborn Oblique Analyst® Software and Imagery can be hosted by Sanborn on its own servers or cloud hosting for an additional fee, not included in the prices below. Sanborn's optional viewing applications are provided as a flat fee, below.

Optional Pricing

Sanborn Oblique Analyst® one-time fee per installation	\$ 7,250	
Sanborn Oblique Analyst® Annual Maintenance	\$1,450	(starts the year following 1 full year after which the Software has been successfully installed on CLIENT's server)

The Sanborn GeoData Cache™ Software will be setup and hosted on Sanborn's servers, any Imagery and data will be hosted by CLIENT and linked into the Software via WMTS/WMS. The annual license for Sanborn GeoData Cache™ is \$10,000 for hosting the Software. Software updates and maintenance are complimentary in year one (1), with an additional cost option to renew in years two (2) and forward. Imagery and data can be hosted by Sanborn on its server or in the cloud for an additional fee, not included in the prices below.

GeoData Cache™ Software Annual Fee	\$10,000	
GeoData Cache™ Annual Maintenance Fee	\$2,000	(starts the year following 1 full year after which CLIENT begins using the Software)

Unless otherwise stated in a Work Assignment, mobilization costs in the amount of 10% of the total price will be invoiced and paid upon acceptance of a Work Assignment for all expenses incurred to collect the aerial data necessary for the project. Invoices shall be submitted thereafter based upon the delivery milestones as follows:

- 40% of the total price upon completion of acquisition
- 40% of the total price upon initial oblique delivery
- 10% of the total price upon final acceptance

If Sanborn fails to successfully complete a Work Assignment based on the delivery schedule contained therein (subject to extension based on a Force Majeure event), Sanborn shall immediately return all monies paid by CLIENT to Sanborn for such Work Assignment.



EXHIBIT D

End User License Agreements (EULA)

1. Sanborn Oblique Imagery End-User License Agreement
2. Sanborn Oblique Analyst® Software End-User License Agreement
3. Sanborn Software End-User License Agreement (for Geodata Cache™)



**Sanborn Oblique Imagery End-User License Agreement**

**BEFORE DOWNLOADING, INSTALLING OR USING THE SANBORN OBLIQUE IMAGERY, PLEASE CAREFULLY READ THE TERMS OF THIS AGREEMENT.**

DOWNLOAD, INSTALLATION OR USE OF SANBORN DATA INDICATES THAT YOU HAVE READ THIS AGREEMENT AND INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS END-USER LICENSE AGREEMENT, DO NOT PROCEED WITH DOWNLOAD OR INSTALLATION OF THE SANBORN DATA.

**UNLICENSED USE OF THE SANBORN DATA IS A VIOLATION OF LAW, INCLUDING WITHOUT LIMITATION, THE U.S. AND INTERNATIONAL COPYRIGHT LAWS.**

IF YOU AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DOWNLOAD AND INSTALL THE SANBORN DATA AND YOU WILL BE GRANTED A LICENSE TO USE THE SANBORN DATA AS SET FORTH BELOW.

The Sanborn Map Company, Inc. ("Sanborn") grants a non-exclusive, non-transferable, royalty-free, perpetual license (the "License") to you to install, download, use, copy, transmit, share, distribute and post via the world wide web Sanborn Oblique Imagery, including any services, documentation, data and information you receive in connection therewith (the "Data") on the express condition that you agree to the terms and conditions of the license as set forth herein (the "Agreement"):

**1. License Granted**

(a) The License granted by this Agreement provides for the following use: Permits access to, or delivery or transmission of the Data to or from your computer system to install, download, use, copy, transmit, share, or distribute the Data and post the Data via the world wide web on a per user license arrangement for individual users, and/or permits access to, or delivery or transmission of the Data to or from your local area network to install, download, use, copy, transmit, share, or distribute the Data and post the Data via the world wide web for an unlimited number of users for agency/organization users, at and/or from the address set forth on your order form.

(b) This Agreement is subject to Sanborn's agreements with its data suppliers, as may be imposed or modified from time to time. Any data available to you under this Agreement that is provided to Sanborn by third party data suppliers is expressly conditioned on Sanborn's agreements with such data suppliers. Sanborn shall cease delivery of such data to you upon termination of the license granted by such data suppliers to Sanborn to distribute such data.

**2. No Warranties**

DISCLAIMER. SANBORN OFFERS A LIMITED, 90 DAY WARRANTY THAT ALL DATA PURCHASED IS COMPLETE AS PER YOUR ONLINE ORDER FULFILLMENT CONFIRMATION AND SUBSTANTIALLY CONFORMS TO THE PUBLISHED DATA SPECIFICATIONS. SANBORN MAKES NO WARRANTIES AS TO THE DATA, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL SANBORN BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MANUFACTURE, SALE OR SUPPLY OF THE DATA WHETHER OR NOT SANBORN HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

### **3. Limitation on Liability**

(a) The Data provided hereunder is obtained or derived by Sanborn from sources, in a manner that Sanborn, using commercially reasonable resources, has reason to believe are reliable. Sanborn and its suppliers shall have no liability to you, or a third party, for errors, omissions or malfunctions in the Data, other than the obligation of Sanborn to use commercially reasonable efforts, upon receipt of notice from you, to correct a malfunction, error, or omission in any Data. Sanborn, at its option and expense, may either (a) replace the Data, or (b) refund the purchase price you paid upon receipt of the Data.

(b) You agree to indemnify Sanborn and its suppliers against, and hold Sanborn harmless from, any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand against Sanborn by a third party arising out of or related to the accuracy or completeness of any Data received by you, or any data, information, service, report, analysis or publication derived therefrom. Sanborn shall not be liable for any claim or demand against you by a third party.

(c) Neither party shall be liable for any delay by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, or failure beyond its control of transportation or power supply.

### **4. Proprietary Information**

You acknowledge that the data and information contained in the Data constitute copyrighted, trade secret or proprietary information of substantial value to Sanborn or its suppliers (collectively "Proprietary Information"). You shall treat Proprietary Information as proprietary and shall not divulge, nor permit any of your employees or agents to divulge, any Proprietary Information to any person or entity, except as expressly permitted under this Agreement.

### **5. Copyright**

(a) You understand and acknowledge that the Data are a copyright of Sanborn and you agree that you will insure that all copies of the Data, as well as any derivative works, will contain appropriate copyright notices and that all notices, reproductions or advertisements of any kind will also credit Sanborn as the source of the data.

(b) All Data and advertising must, minimally, be accompanied by the following copyright and credit statements: © *The Sanborn Map Company, Inc. (insert year). All Rights Reserved.*

## **6. Limitations on Use of Data**

(a) You agree to obtain access to or receive deliveries of the Data solely from Sanborn and/or its authorized distributors or resellers.

(b) You agree to use the Data, the information and data contained in the Data, or any portion thereof (also, the “Data”) solely for: either your internal use and benefit, or your transfer or disposition to, for internal use by or for the benefit of, any other person or entity as expressly permitted under this Agreement; and, not for any resale or commercial use by you or any other person or entity.

(c) You shall not use the Data for any unlawful purpose.

(d) You are specifically prohibited from charging, or requesting donations, for any copies of or derivative works of the Data, however made, and from charging, or requesting donations, for any copies of or derivative works of the Data, however made, which are incorporated into and/or combined or bundled with other data or products of any kind, commercial or otherwise.

(e) You may disseminate reports and analyses that contain “insubstantial” portions of the Data by either hard copy or view only access; provided that such dissemination is for human cognition only and not for manipulation in machine readable form (“Hard Copy Redistribution”). “Insubstantial” means those portions of Data which in the aggregate do not form a significant part of the Data from which they were derived, combined or revised. You may make an unlimited number of print and internet display copies of the Data for use by any other person or entity as expressly permitted under this Agreement, provided that: (1) all copies include the copyright notice prominently displayed in or adjacent to the Data; (2) you may not sell any copies made for such purposes; (3) with the exception provided by (4) below, you will prohibit and prevent this data from being downloaded or screen captured by such other persons or entities; and (4) you may display Data on the Internet in JPEG format that is non-geo-referenced and degraded from its original form.

(f) You may post the Data or derivative works at full resolution on the world wide web under the following conditions: The Data and derivative works may be posted at full resolution for non-commercial purpose in a nondownloadable, non-distributable fashion and in a manner that does not allow a third party to extract or access the Data as a standalone file.

(g) If you transmit, share, or distribute the Data or post the Data via the world wide web to any person or entity as expressly permitted under this Agreement; you shall ensure that such persons or entities receive and/or have access to such Data expressly pursuant and subject to all terms, conditions, and limitations contained in, and terms, conditions and limitations no less restrictive than those contained in, this Agreement.

## **7. Intellectual Property**

Sanborn retains and will hold all ownership rights in all intellectual property embodied in the Data including without limitation all trademarks, trade names, copyrights, service marks, source code, object

code, documentation or data contained in the Data, the Data itself or any derivative works or modifications of any kind thereto. Nothing contained herein shall be deemed a transfer by Sanborn of any rights therein, nor a right to customize, manage or otherwise manipulate the Data.

## **8. Termination**

Upon failure of a party to comply with any material provision of this Agreement, the other party may terminate this Agreement on thirty (30) days written notice thereof if such material breach is not cured within such thirty day period. **Sanborn may terminate this Agreement for any reason upon thirty (30) days written notice to you.** Upon the termination or expiration of this Agreement, you will immediately return or destroy all the Data.

## **9. Taxes & Other Charges**

You shall be responsible for paying any applicable (i) sales, use, excise, value-added, or other tax or governmental charges imposed on the license granted hereunder, (ii) freight, insurance, and installation charges, and (iii) import/export duties or like charges that are not the responsibility of Sanborn.

## **10. General**

(a) You acknowledge that the download and/or installation of the Data on a computer system constitutes acceptance of this Agreement in its entirety.

(b) This Agreement constitutes the entire understanding of the parties with respect to the Data and supersedes all prior or collateral agreements or understandings. No waiver or modification shall be valid or binding unless in writing and signed by the party to be charged thereby. You acknowledge that you have not relied on any representation by Sanborn or its employees or agents other than those incorporated herein, and further you have had the time and opportunity to obtain the advice of legal counsel concerning the terms and conditions hereof.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any other jurisdiction other than the State of Colorado. Each of the parties agrees that any dispute relating to or arising from this Agreement or the transactions contemplated hereby shall be resolved only in the state or federal courts located in Denver, Colorado and the appellate courts having jurisdiction of appeals from such courts. Each of the parties hereby irrevocably and unconditionally (i) submits for itself and its property in any legal action relating to this Agreement or the transactions contemplated hereby, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the state and federal courts in Denver, Colorado and appellate courts having jurisdiction of appeals from any of the foregoing, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such legal action shall be heard and determined in such courts; and (ii) consents that any such legal action may and shall be brought in such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such legal action in any such court or that such legal action was brought in an inconvenient court and agrees not to plead or claim the same.


(d) You may not assign this Agreement by operation of law, novation or change of ownership without Sanborn's expressed written consent. Sanborn may assign this Agreement by operation of law, novation or change of ownership without restriction or limitation.

(e) Wherever possible the provisions of this Agreement shall be interpreted in a manner to be effective and valid under applicable law, but if prohibited or invalid, such provision shall only be ineffective to the extent required by law, without invalidating (to the extent possible) the intent of or remainder of such provision or other provisions.

(f) Notices required under this Agreement, if to you, shall be sent to the address you provide to Sanborn, and if to Sanborn, shall be sent to The Sanborn Map Company, Inc., 1935 Jamboree Drive, Suite 100, Colorado Springs, CO 80920, Attention: President.

(g) The provisions of this Agreement shall survive any termination or expiration of this Agreement.

(h) The parties expressly exclude from this Agreement the applications of the United Nations Convention on Contracts for the International Sale of Goods, and further exclude from this Agreement the applications of the International Sale of Goods Contracts Convention Act, S.C. 1990-1991, c. 13, and the International Sale of Goods Act, R.S.O. 1990, C.I.10, as amended.

DocuSigned by:  
  
 Signature Jay Adams  
 Name Jay Adams  
 Agency/Organization Citizens  
 Date 2/28/2019

DocuSigned by:  
  
 514584FBD9DE424...  
 Steve Bitar

Citizens Property Insurance Corporation  
 2/28/2019



**Sanborn Oblique Analyst® Software End-User License Agreement**

**BEFORE DOWNLOADING, INSTALLING OR USING THE SANBORN OBLIQUE ANALYST® SOFTWARE, PLEASE CAREFULLY READ THE TERMS OF THIS AGREEMENT.**

DOWNLOAD, INSTALLATION OR USE OF THE SANBORN PRODUCTS INDICATES THAT YOU HAVE READ THIS AGREEMENT AND INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS END-USER LICENSE AGREEMENT, DO NOT PROCEED WITH DOWNLOAD OR INSTALLATION OF THE PRODUCTS.

**THIS IS NOT FREE DATA, FREE PRODUCT OR FREE WARE. UNLICENSED USE OF THE SANBORN PRODUCTS IS A VIOLATION OF LAW, INCLUDING WITHOUT LIMITATION, THE U.S. AND INTERNATIONAL COPYRIGHT LAWS.**

IF YOU AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DOWNLOAD AND INSTALL THE SANBORN PRODUCTS, AND YOU WILL BE GRANTED A LICENSE TO USE THE SANBORN PRODUCTS AS SET FORTH BELOW.

The Sanborn Map Company, Inc. ("Sanborn") grants a non-exclusive, non-transferable, perpetual license (the "License") to you to install, download, use, copy or transmit the Sanborn Oblique Analyst® Software including Browser-Based Oblique Image Viewer and ArcGIS Oblique Extension, and any services, documentation, data and information you receive in connection therewith (the "Products"), on the express condition that you agree to the terms and conditions of the license as set forth herein (the "Agreement"):

**1. License Granted**

(a) The License granted by this Agreement provides for the following use: Permits access to, or delivery or transmission of the Products to or from your computer system to install, download, use, or copy the Products on a per user license arrangement for individual users, and/or permits access to, or delivery or transmission of the Products to or from your local area network to install, download, use, or copy the Products for an unlimited number of users for agency/organization users, at the address set forth on your order form.

(b) This Agreement is subject to Sanborn's agreements with its data suppliers, as may be imposed or modified from time to time. Any data available to you under this Agreement that is provided to Sanborn by third party data suppliers is expressly conditioned on Sanborn's agreements with such data suppliers. Sanborn shall cease delivery of such data to you upon termination of the license granted by such data suppliers to Sanborn to distribute such data.

## **2. No Warranties**

DISCLAIMER. SANBORN MAKES NO WARRANTIES AS TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL SANBORN BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MANUFACTURE, SALE OR SUPPLY OF THE PRODUCTS WHETHER OR NOT SANBORN HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

## **3. Limitation on Liability**

(a) The Products provided hereunder are obtained or derived by Sanborn from sources, in a manner that Sanborn, using commercially reasonable resources, has reason to believe are reliable. Sanborn and its suppliers shall have no liability to you, or a third party, for errors, omissions or malfunctions in the Products, other than the obligation of Sanborn to use commercially reasonable efforts, upon receipt of notice from you, to correct a malfunction, error, or omission in any Products. Sanborn, at its option and expense, may either (a) replace the Products, or (b) refund the purchase price you paid upon receipt of the Products.

(b) You agree to indemnify Sanborn and its suppliers against, and hold Sanborn harmless from, any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand against Sanborn by a third party arising out of or related to the accuracy or completeness of any Products received by you, or any data, information, service, report, analysis or publication derived therefrom. Sanborn shall not be liable for any claim or demand against you by a third party.

(c) Neither party shall be liable for any delay by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, or failure beyond its control of transportation or power supply.

## **4. Proprietary Information**

You acknowledge that the data and information contained in the Products constitute copyrighted, trade secret or proprietary information of substantial value to Sanborn or its suppliers (collectively "Proprietary Information"). You shall treat Proprietary Information as proprietary and shall not divulge, nor permit any of your employees or agents to divulge, any Proprietary Information to any person or entity, except as expressly permitted under this Agreement.

## **5. Copyright**

(a) You understand and acknowledge that the Products are a copyright of Sanborn and you agree that you will insure that all copies of the Products will contain appropriate copyright notices and that all notices, reproductions or advertisements of any kind will also credit Sanborn as the source of the data.

(b) All Products and advertising must, minimally, be accompanied by the following copyright and credit statements: © *The Sanborn Map Company, Inc. (insert year). All Rights Reserved.*

## **6. Limitations on Use of Products**

(a) You agree to obtain access to or receive deliveries of the Products solely from Sanborn and/or its authorized distributors or resellers.

(b) You agree to use the Products solely for your internal use and benefit as expressly described in Section 1(a) above, and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity, except as follows: Use of the Products is limited to use by you, temporarily on another computer system while your computer is inoperative, or on a replacement computer system upon advance written consent by Sanborn. The information and data contained in the Products, or any portion thereof (also, the “Products”), may not be transferred to or used on any other computer system except for as provided above.

(c) You may disseminate reports and analyses that contain “insubstantial” portions of the Products by either hard copy or view only access; provided that such dissemination is for human cognition only and not for manipulation in machine readable form (“Hard Copy Redistribution”). “Insubstantial” means those portions of Products which in the aggregate do not form a significant part of the Products from which they were derived, combined or revised. You may make an unlimited number of print and internet display copies of the Products for use by any other person or entity as expressly permitted under this Agreement, provided that: (1) all copies include the copyright notice prominently displayed in or adjacent to the Products; (2) you may not sell any copies made for such purposes; (3) with the exception provided by (4) below, you will prohibit and prevent this data from being downloaded or screen captured by such other persons or entities; and (4) you may display Products on the Internet in JPEG format that is non-geo-referenced and degraded from its original form. Other than Hard Copy Redistribution, no other redistribution of the Products is permitted.

(d) You shall not use the Products for any unlawful purpose.

(e) You are specifically prohibited from charging, or requesting donations, for the Products or any copies of the Products, however made, and from charging, or requesting donations, for the Products or any copies of the Products, however made, which are combined or bundled with other data or products of any kind, commercial or otherwise.

(f) You are specifically prohibited from the reverse engineering of any kind of, or the creation of derived applications or data of any kind from, the Products and/or the information and data contained in the Products, or any portion thereof (also, the “Products”).

(g) You are specifically prohibited from transmitting, sharing, or distributing the Products or posting the Products via the world wide web to any person or entity except as expressly permitted under this Agreement.

## **7. Intellectual Property**

Sanborn retains and will hold all ownership rights in all intellectual property embodied in the Products including without limitation all trademarks, trade names, copyrights, service marks, source code, object code, documentation or data contained in the Products, the Products themselves or any modifications of any kind thereto. Sanborn's ownership in the Products, as set forth herein, shall also apply to any derivative works of any kind thereto which are created in violation of this Agreement. Nothing contained herein shall be deemed a transfer by Sanborn of any rights therein, nor a right to customize, manage or otherwise manipulate the Products.

## **8. Termination**

Upon failure of a party to comply with any material provision of this Agreement, the other party may terminate this Agreement on thirty (30) days written notice thereof if such material breach is not cured within such thirty day period. Sanborn may terminate this Agreement for any reason upon thirty (30) days written notice to you. Upon the termination or expiration of this Agreement, you will immediately return or destroy all the Products.

## **9. Taxes & Other Charges**

You shall be responsible for paying any applicable (i) sales, use, excise, value-added, or other tax or governmental charges imposed on the licensing or use of the Products granted hereunder, (ii) freight, insurance, and installation charges, and (iii) import/export duties or like charges that are not the responsibility of Sanborn.

## **10. General**

(a) You acknowledge that the download and/or installation of the Products on a computer system constitutes acceptance of this Agreement in its entirety.

(b) This Agreement constitutes the entire understanding of the parties with respect to the Products and supersedes all prior or collateral agreements or understandings. No waiver or modification shall be valid or binding unless in writing and signed by the party to be charged thereby. You acknowledge that you have not relied on any representation by Sanborn or its employees or agents other than those incorporated herein, and further you have had the time and opportunity to obtain the advice of legal counsel concerning the terms and conditions hereof.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any other jurisdiction other than the State of Colorado. Each of the parties agrees that any dispute relating to or arising from this Agreement or the transactions contemplated hereby shall be resolved only in the state or federal courts located in Denver, Colorado and the appellate courts having jurisdiction of appeals from such courts. Each of the parties hereby irrevocably and unconditionally (i) submits for itself and its property in any legal action relating to this Agreement or the transactions contemplated hereby, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the state and federal courts in Denver, Colorado and appellate courts having jurisdiction of appeals from any of the foregoing, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such legal action shall be heard and determined in such courts; and (ii) consents that any such legal action may and shall be brought in

such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such legal action in any such court or that such legal action was brought in an inconvenient court and agrees not to plead or claim the same.

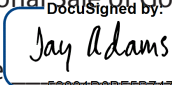
(d) You may not assign this Agreement, or your rights or obligations contained herein, by operation of law, novation, change of ownership or otherwise without Sanborn's expressed written consent. Sanborn may assign this Agreement by operation of law, novation or change of ownership without restriction or limitation.

(e) Wherever possible the provisions of this Agreement shall be interpreted in a manner to be effective and valid under applicable law, but if prohibited or invalid, such provision shall only be ineffective to the extent required by law, without invalidating (to the extent possible) the intent of or remainder of such provision or other provisions.

(f) Notices required under this Agreement, if to you, shall be sent to the address you provide to Sanborn, and if to Sanborn, shall be sent to The Sanborn Map Company, Inc., 1935 Jamboree Drive, Suite 100, Colorado Springs, CO 80920, Attention: President.

(g) The provisions of this Agreement shall survive any termination or expiration of this Agreement.

(h) The parties expressly exclude from this Agreement the applications of the United Nations Convention on Contracts for the International Sale of Goods, and further exclude from this Agreement the applications of the International Sale of Goods Contracts Convention Act, S.C. 1990-1991, c. 13, and the International Sale of Goods Act, R.S.O. 1990, C.I.10, as amended.

DocuSigned by:  
  
 Signature \_\_\_\_\_  
 Name Jay Adams \_\_\_\_\_  
 Agency/Organization Citizens \_\_\_\_\_  
 Date 2/28/2019 \_\_\_\_\_

DocuSigned by:  
  
 514584FBD9DE424...  
 Steve Bitar

Citizens Property Insurance Corporation  
2/28/2019

# Sanborn Software End-User License Agreement



**BEFORE DOWNLOADING, INSTALLING OR USING THE SANBORN SOFTWARE, PLEASE CAREFULLY READ THE TERMS OF THIS AGREEMENT.**

DOWNLOAD, INSTALLATION OR USE OF THE SANBORN PRODUCTS INDICATES THAT YOU HAVE READ THIS AGREEMENT AND INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS END-USER LICENSE AGREEMENT, DO NOT PROCEED WITH DOWNLOAD OR INSTALLATION OF THE PRODUCTS.

**THIS IS NOT FREE DATA, FREE PRODUCT OR FREE WARE. UNLICENSED USE OF THE SANBORN PRODUCTS IS A VIOLATION OF LAW, INCLUDING WITHOUT LIMITATION, THE U.S. AND INTERNATIONAL COPYRIGHT LAWS.**

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## 1. License Granted

(a) The License to install, download, use, copy or transmit the Products granted by this Agreement provides for the following use depending upon the fee you pay to Sanborn, and as indicated by the box checked below:

**Demonstration License:** The Products are licensed for evaluation purposes only and no research and development, value added resale or manufacturing or commercial use is permitted. The Demonstration license is granted solely for the computer system(s) ("Computer(s)") and access environment and the period of time as shown on the transmittal documentation accompanying the Products, or thirty (30) days from the date of signature below if no other period of time is provided.

**Single Use License:** Permits access to, or delivery or transmission of the Products to or from your computer system ("Computer") on a per user license arrangement at the address set forth on your order form or corresponding purchase order or contract.

**Site License:** Permits access to, or delivery or transmission of the Products to or from your computer system ("Computer") on a per user license arrangement or to or from your local area network ("LAN") for an unlimited number of users at the address set forth on your order form or corresponding purchase order or contract.

**Multi-Agency License:** Permits access to, or delivery or transmission of the Products to or from your computer system ("Computer") on a per user license arrangement or to or from your local area network ("LAN") for an unlimited number of users, or shared among named agencies or entities at the address(es) set forth on your order form or corresponding purchase order or contract.

**Enterprise License:** Permits access to, or delivery or transmission of the Products to or from your computer system ("Computer") for an unlimited number of users within a designated geographic area or market segment as expressly defined and set forth in your corresponding purchase order or contract. Enterprise licenses to agencies of the United States Government are unrestricted. Such license may be accompanied, as appropriate, by a Reseller or Value-Added Reseller ("VAR") agreement, and will outline any exceptions to the permitted or prohibited uses if the Reseller or VAR agreement is exercised.

**University or Educational License:** Permits access to, or delivery or transmission of the Products to or from your computer system ("Computer") on a per user license arrangement or to or from your local area network ("LAN") for an unlimited number of users, for the purpose of study or research that is undertaken solely in the furtherance of education and not for commercial purposes, at the address set forth on your order form or corresponding purchase order or contract.

(b) This Agreement is subject to Sanborn's agreements with its data suppliers, as may be imposed or modified from time to time. Any data available to you under this Agreement that is provided to Sanborn by third party data suppliers is expressly conditioned on Sanborn's agreements with such data suppliers. Sanborn shall cease delivery of such data to you upon termination of the license granted by such data suppliers to Sanborn to distribute such data.

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DISCLAIMER. SANBORN MAKES NO WARRANTIES AS TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL SANBORN BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MANUFACTURE, SALE OR SUPPLY OF THE PRODUCTS WHETHER OR NOT SANBORN HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

## 3. Limitation on Liability

(a) The Products provided hereunder are obtained or derived by Sanborn from sources, in a manner that Sanborn, using commercially reasonable resources, has reason to believe are reliable. Sanborn and its suppliers shall have no liability to you, or a third party, for errors, omissions or malfunctions in the Products, other than the obligation of Sanborn to use commercially reasonable efforts, upon receipt of notice from you, to correct a malfunction, error, or omission in any Products. Sanborn, at its option and expense, may either (a) replace the Products, or (b) refund the purchase price you paid upon receipt of the Products.

(b) You agree to indemnify Sanborn and its suppliers against, and hold Sanborn harmless from, any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand against Sanborn by a third party arising out of or related to the accuracy or completeness of any Products received by you, or any data, information, service, report, analysis or publication derived therefrom. Sanborn shall not be liable for any claim or demand against you by a third party.

(c) Neither party shall be liable for any delay by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, or failure beyond its control of transportation or power supply.

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5. Copyright

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6. Limitations on Use of Products

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(b) You agree to use the Products solely for your internal use and benefit as expressly set forth in Section 1(a) of this Agreement, and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity, except as follows: Use of the Products is limited to use by you, temporarily on another computer system while your Computer is inoperative, or on a replacement computer system, upon advance written consent by Sanborn. The information and data contained in the Products, or any portion thereof (also, the "Products"), may not be transferred to or used on any other computer system except as provided for in this Section 6(b).

(c) You may disseminate reports and analyses that contain "insubstantial" portions of the Products by either hard copy or view only access; provided that such dissemination is for human cognition only and not for manipulation in machine readable form ("Hard Copy Redistribution"). "Insubstantial" means those portions of Products which in the aggregate do not form a significant part of the Products from which they were derived, combined or revised. You may make an unlimited number of print and internet display copies of the Products for use by any other person or entity as expressly permitted under this Agreement, provided that: (1) all copies include the copyright notice prominently displayed in or adjacent to the Products; (2) you may not sell any copies made for such purposes; (3) with the exception provided by (4) below, you will prohibit and prevent this data from being downloaded or screen captured by such other persons or entities; and (4) you may display Products on the Internet in JPEG format that is non-geo-referenced and degraded from its original form. Other than Hard Copy Redistribution, no other redistribution of the Products is permitted unless expressly set forth in this Agreement.

(d) You shall not use the Products for any unlawful purpose.

(e) You are specifically prohibited from charging, or requesting donations, for the Products or any copies of the Products, however made, and from charging, or requesting donations, for the Products or any copies of the Products, however made, which are combined or bundled with other data or products of any kind, commercial or otherwise.

(f) You are specifically prohibited from the reverse engineering of any kind of, or the creation of derived applications or data of any kind from, the Products and/or the information and data contained in the Products, or any portion thereof (also, the "Products").

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(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any other jurisdiction other than the State of Colorado. Each of the parties agrees that any dispute relating to or arising from this Agreement or the transactions contemplated hereby shall be resolved only in the state or federal courts located in Denver, Colorado and the appellate courts having jurisdiction of appeals from such courts. Each of the parties hereby irrevocably and unconditionally (i) submits for itself and its property in any legal action relating to this Agreement or the transactions contemplated hereby, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the state and federal courts in Denver, Colorado and appellate courts having jurisdiction of appeals from any of the foregoing, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such legal action shall be heard and determined in such courts; and (ii) consents that any such legal action may and shall be brought in such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such legal action in any such court or that such legal action was brought in an inconvenient court and agrees not to plead or claim the same.

(d) You may not assign this Agreement, or your rights or obligations contained herein, by operation of law, novation, change of ownership or otherwise without Sanborn's expressed written consent. Sanborn may assign this Agreement by operation of law, novation or change of ownership without restriction or limitation.

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(h) The parties expressly exclude from this Agreement the applications of the United Nations Convention on Contracts for the International Sale of Goods, and further exclude from this Agreement the applications of the International Sale of Goods Contracts Convention Act, S.C. 1990-1991, c. 13, and the International Sale of Goods Act, R.S.O. 1990, C.I.10, as amended.

DocuSigned by:

Jay Adams

Signature:

Name:

Jay Adams

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DocuSigned by:

Steve Bitar

Steve Bitar

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Agency/Organization: Citizens

Date: 2/28/2019

2/28/2019