



TASK ORDER NO. 2 TO THE ORACLE FUSION SERVICES MASTER AGREEMENT WITH GCOM SOFTWARE, LLC

THIS TASK ORDER (the "Task Order") is issued by **Citizens Property Insurance Corporation** ("Citizens"), whose principal address is 2101 Maryland Circle, Tallahassee, Florida 32303, and **GCOM Software, LLC** ("Vendor"), having its principal place of business at 1580 Waldon Palmer Lane 2-A, Tallahassee, Florida 32308. Citizens and Vendor shall each be known as a "Party," and collectively shall be known as the "Parties."

In consideration of the mutual promises and restrictions stated in this Task Order, both Parties acknowledge and agree to the following:

I. MASTER AGREEMENT.

This Task Order is directly related and subject to Agreement No. 19-19-5004-01 between Citizens and Vendor (the "Master Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Master Agreement.

II. SCOPE OF WORK.

Citizens and Vendor agree that Services and any deliverables for this Task Order are set forth as follows:

Term and Renewals	This Task Order shall commence upon the last signature of the Parties and, unless terminated as provided for herein, shall continue for one (1) year. This Task Order may not be renewed. Vendor anticipates continuity of Services currently being provided under Task Order #1, with no lapse.
Scope	Vendor will provide Services for the following applications, areas, and modules as requested by Citizens in accordance with the support request process provided below. Any item not listed is not included in the Services being provided by Vendor under this Task Order. The below items are exclusive to this Task Order: 1.1. Oracle HCM and ERP Cloud Support – General • Level 2 (Service Request) and Level 3 (Break Fixes) support for Citizens' CenterPoint Team in each respective application area. • Issue investigation and resolution. ○ Page errors. ○ Existing configuration no longer working. ○ Reporting/batch process errors. ○ Support for OBIEE and subject area reports. • Oracle SR management and tracking for application issues.

	• Oracle inbound and outbound Interface error support. • Published Oracle ERP Period End Close Procedures support. • Fast Formula support for non-custom and custom calculation rules. • Enhancement requests with effort less than forty (40) hours capped to one hundred and twenty (120) hours per quarter. • Non-custom and custom HCM elements support. • Support and regression testing for four (4) quarterly patch bundles, five (5) statutory updates, and monthly vertex updates. • Quarterly patch impact analysis based on release notes and known issues. • Provide weekly and monthly status reports. 1.2. Oracle HCM Cloud Support – Benefits Cyclical Event • Rate updates for existing plans during Open Enrollment. • Configuration and testing of the Open Enrollment Life Event. • Basic self-service text changes for Open Enrollment. • Assistance with enrollment issues due to configuration or system issues. 1.3. Oracle HCM Cloud Support – Compensation Cyclical Event • Configure the plan requirements for the current cycle processing period. • Set up plan enrollment requirements (configure cycle details for existing compensation plans). • Modify lookup, user tables, and global values for existing plans. • Run the Participation Process to start the cycle. • Modify and configure documentation link. 1.4. Oracle HCM Cloud Support – Performance and Goal Management Cyclical Event • Updating content items. • Maintenance of the eligibility process. • Creation of new document periods. • Rating model description management. 1.5. Oracle HCM Cloud Support – Payroll Cyclical Event • Guidance on using delivered spreadsheet loaders for batches and balance adjustments. • Guidance on balancing and reconciliation. • Guidance with year-end processes (balancing and reconciliation, running delivered year end processes). • Guidance on payroll corrections. • Biweekly – Time collection, Loading and Payroll process support. • Quarterly Payroll reconciliation support. • Year-end Payroll reconciliation support. 1.6. Oracle HCM Cloud Quarterly Patch Bundles • Testing for four (4) quarterly patch bundles in Citizens' pod(s). • Execute Citizen's standard test cases, scenarios, and scripts on Citizen's pod, and document failures.
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	• Execute Citizens' standard test cases, scenarios, and scripts for each module and document failures including Citizen's personalization and customizations. 1.7. Oracle ERP Cloud Quarterly Patch Bundles • Testing for four (4) quarterly patch bundles in Citizens internal pod. • Execute Citizen's standard test cases, scenarios and scripts on Citizen's pod for each module and document failures. • Log and monitor SR's. • Test each applicable Oracle ERP Cloud standard process flows.
Key Assumptions	1.1. As requested by Citizens, Vendor Service Delivery Manager will be onsite during initial kick off and year-end support activities. Vendor Service Delivery Manager may also be requested to be onsite for other activities as deemed necessary by Citizens. The other support team members will work remotely out of the U.S. and/or delivery centers in India. 1.2. Citizens' documentation will be provided at the time of support initialization. 1.3. Support model is applicable only to support Citizens Oracle applications and locations in effect at contract execution and any new rollouts will go through Service Introduction and Change Control Process. 1.4. Citizens will provide Level 1 helpdesk support including security related incidents. 1.5. Citizens' super users and IT support SMEs will open tickets in Vendor's ticketing system. 1.6. Vendor has assumed ticket volume of forty (40) tickets. Complexity of tickets are assumed to be Low - 40%, Medium - 40%, High - 20%. 1.7. Vendor will not be held responsible for delays due to unavailability of the servers, networks, or other hardware elements not within its control. 1.8. Vendor will not be held responsible for delays due to awaiting Citizen's, Oracle or third-party action. 1.9. Unless specified in advance as to who is an approved service requestor, all requests received from any contact within Citizens will be assumed to be approved requests. 1.10. Citizens and Vendor each agree to designate a Service Delivery Manager/ Single Point Of Contact (SPOC) who shall work together to facilitate an efficient delivery of services. 1.11. Vendor will have access to Citizens System Administrators and Network Administrators as required through Citizen's point of contact. 1.12. All integrations and issues related to composites for workflows are maintained by Citizens middleware team.
Service Delivery	The following process will be followed for initiating support requests:

Management	1.1.	Citizens will be responsible for logging Service Requests (SR's/ <i>Tickets</i>). All tickets, regardless of severity, will first require a ticket be logged by either of the two (2) options:							
		a) Web: URL provided at Task Order start.							
		b) Email HCM or ERP Managed Support: Email provided at Task Order start.							
	1.2.	The Vendor Service Delivery Manager will:							
		• manage and monitor the service requests;							
		• conduct a weekly status meeting with Citizens' designated SPOC that will include resource assignment against tickets and enhancements;							
		• act as Citizens primary point of contact;							
		• delegate service requests to appropriate resources;							
		• lead Vendor resources and activities for the quarterly patch bundles;							
		• create or modify Citizens support center contacts; and,							
	• perform account management including progress monitoring and change control.								
1.3.	Vendor will provide 24x7 coverage for Severity Level 1 incidents. All other incidents will be provided the coverage based on the skillset of the resources onshore and offshore as specified in this Task Order.								
1.4.	The onshore team will be available from 8 AM EST to 5 PM EST and offshore team in India will be available from 10:30 AM IST till 7:30 PM IST; (ensuring overlap between offshore and onshore team members) excluding U.S. and India federal holidays.								
1.5.	The following table defines the Severity Level classifications to be used when logging support requests with the Vendor. Vendor reserves the right, in its reasonable discretion, to modify Severity Levels for inappropriately categorized requests upon written notice to you. Vendor will respond back to the request in the indicated time frame for the level of the request logged.								
	<table><tr><th>Severity Level</th><th>Description</th><th>Response Time</th></tr><tr><td>Sev 1</td><td>Critical Business Impact. Problem causes complete loss of service. Work cannot reasonably continue; the operation is mission critical to the business, and the situation is an emergency. A Severity Level 1 problem has one of more of the following characteristics:</td><td>Within 2 Business Hours</td></tr></table>			Severity Level	Description	Response Time	Sev 1	Critical Business Impact. Problem causes complete loss of service. Work cannot reasonably continue; the operation is mission critical to the business, and the situation is an emergency. A Severity Level 1 problem has one of more of the following characteristics:	Within 2 Business Hours
Severity Level	Description	Response Time							
Sev 1	Critical Business Impact. Problem causes complete loss of service. Work cannot reasonably continue; the operation is mission critical to the business, and the situation is an emergency. A Severity Level 1 problem has one of more of the following characteristics:	Within 2 Business Hours							

			Data Corrupted and/or Crucial function is not available and/or System hangs indefinitely, causing unacceptable or indefinite delays for resources or response and/or System crashes, and crashes repeatedly after restart attempts	
		Sev 2	Significant Business Impact. Problem causes severe loss of service. No acceptable workaround is available; however, operation can continue in a restricted fashion.	Within 8 Business Hours
		Sev 3	Some Business Impact. Problem causes minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.	Within 16 Business Hours
		Sev 4	Minimal Business Impact. Problem causes no loss of service. The problem is a minor error, incorrect behaviour, documentation error that does not affect the operation of a system.	Within 24 Business Hours
Compensation	1.1. <u>Compensation.</u> Citizens will reimburse the Vendor for the accepted and approved delivery of the Services no later than thirty (30) calendar days of Citizens' receipt of a complete and accurate invoice. All Services within this Task Order shall be delivered as Time and Materials monthly. Citizens may be billed for pre-approved travel in accordance with Citizens then-current Vendor Travel Reimbursement Guidelines during the term of this Task Order for resources' time needed at Citizens' Jacksonville office to address such items required to the success of this effort, an example being quarterly patches/releases, regression testing, etc. 1.2. <u>Team Structure.</u> Indicative team composition of the Vendor's resources, location, and rate.			

		GCOM GSA Contract # GS-35F-0217Y			
Resource Role	Location	GSA SKU	GSA Labor Category	GSA Rate	Extended Rate
HCM Tower SDM	US	SIN 132-51 FPDS Code D302	Project Manager III	\$ 155.28	\$ 140.37
ERP Tower Functional - Payroll + OTL	US	SIN 132-51 FPDS Code D302	Specialist III	\$ 187.03	\$ 140.37
HCM Towers Core HR & Absence	India	SIN 132-51 FPDS Code D302	Specialist I	\$ 93.60	\$ 36.74
HCM Towers HCM & ERP Technical	India	SIN 132-51 FPDS Code D302	Specialist EL / I	\$ 72.77 to \$ 93.60	\$ 28.56
ERP Tower Fusion ERP Functional - FIN	India	SIN 132-51 FPDS Code D302	Specialist EL / I	\$ 72.77 to \$ 93.60	\$ 28.56
ERP Tower Fusion ERP Functional - PUR	India	SIN 132-51 FPDS Code D302	Specialist EL / I	\$ 72.77 to \$ 93.60	\$ 28.56
Reporting Tower OBIEE Report Developer	India	SIN 132-51 FPDS Code D302	Specialist EL / I	\$ 72.77 to \$ 93.60	\$ 28.56

1.3. The chart below indicates the personnel resources that Vendor will dedicate to services under this Task Order. A manpower quantity of one (1.00) means that the indicated resource will be dedicated to services under this Task Order for forty (40) hours per week during the month. A manpower quantity of one-half (0.50) means that the indicated resource will dedicate twenty (20) hours per week during the month. Citizens agrees in advance that the quantity of hours in any given week may be greater if a Severity Level 1 or 2 incident is being addressed as defined in this Task Order. Vendor will work with Citizens' SPOC during any Severity Level 1 or 2 incident, making them aware of the resolution effort.

Vendor and Citizens will monitor the ticket volumes on a monthly basis and any deviation greater than ten percent (10%) in ticket volume may necessitate an evaluation of the team size and the cost structure which will be re-adjusted after mutual agreement in accordance with the pricing outlined in the Master Agreement. Vendor will not provide services in excess of the below resource allocations unless specifically pre-approved by Citizens' Contract Manager in writing; with the exception of hours required for any Severity Level 1 or 2 incident resolution, addressed in the previous above paragraph.

Role	Location	Allocation/Monthly Manpower
HCM Technical – 1	India	1
HCM Technical – 2	India	1
Compensation and Benefits Functional	India	0.5
Functional Payroll+OTL	USA	0.5
ERP Technical	India	0.5
Project Mgr	India	0.5
Core HR Functional	India	0.5

		<table><tr><td>Talent Mgmt Functional</td><td>India</td><td>0.5</td></tr><tr><td>Financials Functional</td><td>India</td><td>0.5</td></tr><tr><td>Procurement Functional</td><td>India</td><td>0.5</td></tr><tr><td>ORC Functional</td><td>India</td><td>0.5</td></tr></table>	Talent Mgmt Functional	India	0.5	Financials Functional	India	0.5	Procurement Functional	India	0.5	ORC Functional	India	0.5
Talent Mgmt Functional	India	0.5												
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ORC Functional	India	0.5												
Force Majeure	Neither Party shall be responsible for delays or disruptions in performance if the cause of the delay or disruption was beyond that Party's reasonable control (or the reasonable control of its employees, subcontractors, or agents) to the extent not occasioned by the fault or negligence of the delayed or disrupted party. In no case shall Vendor's labor matters, such as strikes or availability of subcontractors, if any, be considered a force majeure event. Further, this Section may not be invoked to excuse or delay Vendor's compliance with its obligations to protect Citizens Confidential Information. To be excused from delays or disruptions hereunder, Vendor must promptly notify Citizens in writing of the delay or disruption. If the delay or disruption is justified, as solely determined by Citizen, Citizens will give Vendor a reasonable extension of time to perform; provided, however, that Citizens may elect to terminate this Agreement in whole or in part if Citizens determines, in its sole judgment, that such a delay or disruption will significantly impair the value of this Agreement to Citizens. THE FOREGOING EXTENSION OF TIME SHALL BE VENDOR'S SOLE REMEDY WITH RESPECT TO FORCE MAJEURE EVENTS. Vendor shall not be entitled to any increase in price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays or disruptions. Because of the nature of Citizens' business, Citizens requires that Vendor take every reasonable measure to avoid or minimize any delay or disruption under this Section, including the timely activation of Vendor's business continuity and disaster recovery plans. Where Vendor fails to undertake such efforts, the delay or disruption shall be included in the determination of any service level achievement. If a force majeure event results in a partial reduction in Vendor's capacity to serve its clients, Vendor agrees that Citizens will receive the same or better priority as Vendor's other clients with respect to the allocation of Vendor's resources.													
Liability	In no event shall either Party's liability to the other Party arising out of or in connection with this Task Order or the Services exceed, in the aggregate, the total fees paid or payable by Citizens to Vendor under this Task Order, whether such liability is based on an action in contract, warranty, strict liability or tort (including, without limitation, negligence) or otherwise. The limitations													

	specified in this Section will survive and apply even if any limited remedy specified in this Task Order is found to have failed of its essential purpose.
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III. PUBLIC RECORDS ADDENDUM. Vendor agrees that the Public Records Addendum attached hereto as Addendum 1 to Task Order No. 2, (the “Addendum”) is hereby incorporated into this Task Order in order to address the public posting of this Task Order No. 2, and its disclosure to third parties.

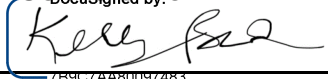
Except when the Task Order specifically references the sections and paragraphs of the Master Agreement which are being superseded, in the case of a conflict of terms or provisions between the Master Agreement and any Task Order related to this Master Agreement, the Master Agreement shall take precedence. If a Task Order supersedes a portion of the Master Agreement, it shall be limited solely to that particular Task Order.

If a conflict exists, the non-conflicting portion(s) of the term or provision of the less controlling documents shall remain enforceable.

[Signature Page Follows]

Executed on the dates set forth below by the undersigned authorized representatives of the Parties to be effective as of the date of the last signature set forth below.

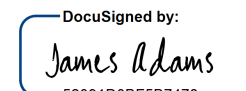
**CITIZENS PROPERTY
INSURANCE CORPORATION:**

DocuSigned by:

7B9C7AA80097483...
SIGNATURE:

Kelly Booten
PRINT NAME:

Chief Operating Officer
TITLE:

9/29/2023
DATE:

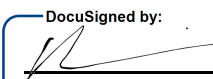
DocuSigned by:

52004D0BF5B7478...
SIGNATURE:

James Adams
PRINT NAME:

Chief Claims Officer
TITLE:

9/29/2023
DATE:

GCOM SOFTWARE, LLC:

DocuSigned by:

SIGNATURE:

Rahul Puri
PRINT NAME:

Chief Product Officer
TITLE:

9/29/2023
DATE:

ADDENDUM 1 PUBLIC RECORDS ADDENDUM

Company Name ("Vendor"): GCOM Software, LLC
Agreement Name/Number ("Agreement"): Task Order No. 2 to Master Agreement / 19-19-5004-01
Contract Document Covered By This Addendum: Task Order No. 2
Primary Vendor Contact Name: Rahul Puri
Telephone: 443-276-4788
Email: ahul.puri@gcomsoft.com

Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes. As a part of providing public access to Citizens' records, Citizens makes its contracts available on Citizens' external website located at www.citizensfla.com/contracts. This Addendum is incorporated into the Agreement in order to address Citizens' public posting of the Agreement and its disclosure to third parties.

If Vendor asserts that any portion of the Agreement is exempt from disclosure under Florida public records laws, (the "Redacted Information"), such as information that Vendor considers a protected "trade secret" per Section 815.045, Florida Statutes, then Vendor must select the corresponding declaration below and provide the following to Vendor.ManagementOffice@citizensfla.com:

- (1) A copy of the Agreement in PDF format with the Redacted Information removed (the "Redacted Agreement"); and,
- (2) A dated statement on Vendor's letterhead in PDF format clearly identifying the legal basis for Vendor's redaction of the Redacted Information (the "Redaction Justification").

Vendor must select one (1) of the two (2) declarations below. If Vendor does not select one (1) of the two (2) declarations below, or if Vendor fails to provide the Redacted Agreement and Redaction Justification within thirty (30) calendar days of Vendor's receipt of the fully executed Agreement, then without further notice to Vendor, Citizens may post the non-redacted version of the Agreement on its public website and may release it to any member of the public.

<u>Vendor Declaration:</u>
☒ Vendor WILL NOT SUBMIT a Redacted Agreement. Citizens may post Vendor's full, complete, and non-redacted Agreement on its public website, and may release the Agreement to any member of the public without notice to Vendor. Or ☐ Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor WILL SUBMIT a Redacted Agreement and a Redaction Justification within thirty (30) calendar days of receipt of the fully executed Agreement. Citizens may post Vendor's Redacted Agreement on its public website, or release it to any member of the public, without notice to Vendor. If Citizens receives a public records request for the Agreement, Citizens will provide only the Redacted Agreement and Redacted Justification to the requestor. Vendor acknowledges that, in the event of any legal challenge regarding these redactions, Vendor will be solely responsible for defending its position or seeking a judicial declaration.