

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to Purchase Orders issued by Citizens Property Insurance Corporation ("Citizens"). As used herein, the term "Vendor" means the legal entity shown on the Purchase Order as providing goods or services to Citizens. The term "Agreement" refers to the following documents which, in the event of conflict, shall have priority in the order listed: (a) the Purchase Order, excluding any attachments; (b) these Standard Terms and Conditions; and, (c) any attachments to the Purchase Order, including any Quotes or other documents provided by Vendor attached to the Purchase Order. To make any of these Standard Terms and Conditions subordinate to an attached document, the subordination must be clearly stated on the Purchase Order. Sections 1 - 18 are applicable to goods and services and Sections 19 - 23 are applicable to goods.

1. **Public Records Laws.** Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes (F.S.), (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. Citizens may unilaterally terminate this Agreement for refusal by Vendor to allow access to public records or otherwise comply with the Public Records Laws.

To protect any information provided to Citizens that Vendor considers to be a trade secret or otherwise protected from disclosure under Florida law, Vendor should clearly label and mark each page or section containing such information as "Confidential", "Trade Secret," or other similar designation.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA'S PUBLIC RECORDS LAWS, PLEASE CONTACT CITIZENS' RECORDS CUSTODIAN AT RECORDSREQUEST@CITIZENSFLA.COM OR (850) 521-8302.

2. **Vendor's Duty to Retain Records.** 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.

3. **Citizens' Right to Audit and Inquire.** Citizens shall have reasonable access to Vendor's facilities and has the right to review and audit any of Vendor's records relating solely to this Agreement, upon written notice of at least three (3) business days. Vendor also agrees to reasonably cooperate with any independent inquiries made by Citizens' Office of Internal Audit and Office of the Inspector General. Vendor shall cooperate with the requestor and provide requested documentation in a timely manner (preferably within five (5) business days). Vendor must resolve any deficiencies discovered during an audit 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 audits to assess Vendor's corrective action(s). Any entity performing auditing services on behalf of Citizens pursuant to this Section shall execute a non-disclosure agreement with regard to Vendor's proprietary information, unless precluded from doing so by law. Vendor shall not unreasonably delay or inhibit Citizens' right to audit as set forth in this Section. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor's compliance with this Agreement which result in termination for cause or in regulatory or criminal penalties in connection with performance of the Agreement. Such costs shall include, but shall not be limited to: (a) salaries of investigators, including overtime; (b) travel and lodging expenses; and, (c) expert witness and documentary fees.

4. **Data Security and Confidentiality.**

4.1. **Definitions.** The term "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; (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 manual, list, operating and other system or program, business practice or procedure, insurance policy, claimant or claim, or any business, governmental, and regulatory matter affecting Citizens. "Citizens Confidential Information" does not include any information, data or documentation that: (a) is publicly available through no fault of Vendor; or, (b) Vendor developed independently without relying in any way on Citizens Confidential Information.

4.2. **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.

4.3. **Data Encryption.** Vendor will encrypt all electronic data and communications containing Citizens Confidential Information using a strong cryptographic protocol that is consistent with industry standards.

4.4. **Data Storage.** Except as permitted in writing by Citizens' Contract Manager or designee, Vendor shall not store Citizens Confidential Information at rest and in transit on portable external storage devices or media.

4.5. **Data Export.** Except as permitted in writing by Citizens' Contract Manager or designee, Vendor is 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.

4.6. **Security of Vendor Facilities.** All Vendor 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).

4.7. **Labeling of Confidential Information.** Any documents or electronic files created by Vendor 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.

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

4.9. **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 must subsequently verify that such materials have been received by the intended parties.

4.10. **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).

4.11. **Authority to Disclose Confidential Information to Employees and 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 delivery of goods or services. Vendor shall restrict access to Citizens Confidential Information to the person(s) who will actually deliver goods or services and Vendor shall provide such persons 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.

4.12. **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, F.S., 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 security 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.

4.13. **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.

4.14. **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.

- 4.15. **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 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.
- 4.16. **Subcontractors.** Except as permitted in writing by Citizens' Contract Manager or designee, this Section 4 shall apply to each of Vendor's subcontractors at any level who obtain access to Citizens Confidential Information in connection with this Agreement.
5. **Termination without Cause.** Citizens may terminate the Purchase Order at any time in whole or in part, at its sole discretion. If the Purchase Order is terminated before the goods or services are delivered, Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Purchase Order price as the amount of work satisfactorily performed. All work in progress shall become the property of Citizens and shall be turned over promptly by Vendor.
6. **Termination for Cause.** Either party may terminate the Agreement in whole or in part if the other party fails to honor its material obligations. Prior to taking such action, a party may notify the other party of the deficiency and require that the deficiency be corrected within a specified time to avoid termination for cause.
7. **Scrutinized Companies; Termination by Citizens.** In addition to any other termination rights of Citizens as provided for in this Agreement, Citizens may, at its sole election, terminate this Agreement if Vendor: (a) is found to have submitted a false certification as provided under Section 287.135(5), F.S.; (b) has been placed on the "Scrutinized Companies with Activities in Sudan List;" (c) has been placed on the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;" (d) has been placed on the "Scrutinized Companies that Boycott Israel List;" (e) has been engaged in business operations in Cuba or Syria; or, (f) is engaged in a boycott of Israel.
8. **Indemnification.** Vendor shall be fully liable for the actions of its agents, employees, partners, or subcontractors, and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents and employees (the "Indemnitees"), from suits, actions, damages, liabilities, and costs of every name and description ("Claims"), including reasonable attorneys' fees, arising from or relating to any negligent or intentionally wrongful act or omission by Vendor, its agents, employees, partners, or subcontractors in connection with this Agreement, including personal injury and damage to real or personal tangible property; provided, however, that Vendor shall not indemnify for that portion of any loss or damages proximately caused by the negligent or intentionally wrongful act or omission of Citizens.

Further, Vendor shall fully indemnify, defend, and hold harmless the Indemnitees from any Claims, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, Trade Secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Citizens' misuse or modification of Vendor's goods or services. If any goods or services are the subject of an infringement suit, or in Vendor's opinion, is likely to become the subject of such a suit, Vendor may at its sole expense procure for Citizens the right to continue using the goods or services or to modify the same to become non-infringing. If Vendor is not reasonably able to modify or otherwise secure Citizens the right to continue using the goods or services, Vendor shall recover the goods or services and refund Citizens the amounts paid in excess of a reasonable rental for past use. Citizens shall not be liable for any royalties.

Vendor's obligations under the preceding two (2) paragraphs of this Section with respect to any legal action are contingent upon Citizens giving Vendor: (a) written notice of any action or threatened action; (b) the opportunity to take over and settle or defend any such action at Vendor's sole expense; and, (c) assistance in defending the action at Vendor's sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred or made by Citizens in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld.
9. **Compliance with Laws.** Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's duties or responsibilities under this Agreement. This includes: (a) registration and annual renewal of authority to transact business in the State of Florida (via www.sunbiz.org) or Vendor's annual written attestation that such authorization is not required; and, (b) maintaining all other necessary permits or licenses from federal, state, and local regulatory/licensing authorities.
10. **Assignment/Subcontracting.** Vendor may not assign or subcontract its rights or obligations without first obtaining the written permission of Citizens, which such permission will not be unreasonably withheld or delayed. In the event of any assignment or subcontract, Vendor shall remain liable for performance of this Agreement unless Citizens expressly waives such liability. Citizens may assign this Agreement with prior written notice to Vendor of its intent to do so.

11. **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 may be obtained by sending a request via email to: newsroom@citizensfla.com.
12. **Waiver.** The delay or failure by a party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
13. **Warranty of Authority.** Each person signing or accepting the Purchase Order warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.
14. **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.

15. **Independent Contractors.** Vendor shall take all actions necessary to ensure that Vendor's employees, subcontractors, and other agents are not and will not be deemed or construed to be Citizens employees.
16. **No Gifts.** Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
17. **Severability.** If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
18. **Dispute Resolution; Governing Law; Jurisdiction; Venue.** The parties agree that if a disagreement arises as to the terms or enforcement of any provision of this Agreement, each party shall in good faith attempt to resolve the disagreement prior to the filing of a lawsuit or commencing a legal action. This Agreement shall be deemed to have been made in the State of Florida and shall be subject to, and governed by, the laws of the State of Florida, and no doctrine of choice of law shall be used to apply any law other than that of the State of Florida. Each party hereby irrevocably consents and submits to the exclusive jurisdiction of the Circuit Court of Leon County, Florida, for all purposes under this Agreement, and waives any defense to the assertion of such jurisdiction based on inconvenient forum or lack of personal jurisdiction. The parties also agree to waive any right to jury trial.
19. **Modification of Terms.** This Agreement may only be modified or amended by a written amendment signed by Citizens and Vendor. Vendor may not unilaterally modify the terms of this Agreement in any manner such as by affixing additional terms to any goods or services (e.g., attachment or inclusion of standard forms, product literature, "shrink wrap" or "click through" terms, whether written or electronic) or by incorporating such terms onto Vendor's order or fiscal forms or other documents forwarded by Vendor for payment and any such terms shall have no force or effect upon Citizens or this Agreement. Citizens' acceptance of any goods or services or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of any proposed

modification to terms and conditions or any conflicting terms and conditions, unless otherwise agreed to in the priority order for the Agreement.

Sections 19 - 23 below are applicable only to the purchase of goods.

20. **Packaging.** Goods shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Citizens' property.
21. **Safety Standards.** All manufactured items and fabricated assemblies shall be constructed in a manner acceptable to appropriate governmental inspectors. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
22. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after Citizens places an order, unless otherwise agreed to by the parties. Vendor, within five (5) days after receiving a purchase order, shall notify Citizens of any potential delivery delays. Evidence of inability or intentional delays shall be cause for agreement termination.
23. **Installation.** Where installation is required, Vendor shall be responsible for placing and installing the goods in the required locations at no additional charge, unless otherwise designated on the Purchase Order. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the goods or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the goods in the proper location. Vendor shall protect the site from damage and shall repair damages or injury caused during installation by Vendor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, Vendor shall promptly restore the structure or site to its original condition. Vendor shall perform installation work so as to cause the least inconvenience and interference with Citizens and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
24. **Risk of Loss.** Until acceptance by Citizens, risk of loss or damage shall remain with Vendor. Vendor shall be responsible for filing, processing, and collecting all damage claims. To assist Vendor with damage claims, Citizens shall: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and Vendor; and provide Vendor with a copy of the carrier's bill of lading and damage inspection report. When Citizens rejects goods, Vendor shall remove it from the premises within ten (10) days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming goods shall remain with Vendor. Rejected goods not removed by Vendor within ten (10) days shall be deemed abandoned by Vendor, and Citizens shall have the right to dispose of it as its own property. Vendor shall reimburse Citizens for costs and expenses incurred in storing or effecting removal or disposition of rejected goods.