



## **ATTACHMENT G**

### **CITIZENS' TERMS AND CONDITIONS**

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*The following sets forth Citizens' expectations of contractual terms and conditions to be included in the Agreement resulting from this ITN. Citizens is willing to modify these terms and conditions based on industry standards and the Vendor's reply to this solicitation. Vendors may propose modifications in their Reply and/or during the Negotiation Phase of the ITN. See Sections 2.4 and 3.10 of the ITN for more information about the contracting process.*

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#### **Terms of Agreement**

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:
  - 1.1. "Citizens Confidential Information" means any and all information and documentation of Citizens that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by Citizens; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by Citizens and marked "confidential" or with words of similar meaning; (c) should reasonably be recognized as confidential information of Citizens; (d) 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.); or, (e) whether marked "Confidential" or not, consists of Citizens' information and documentation 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 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. "Citizens Data" means any and all data of Citizens in an electronic format that: (a) has been provided to Vendor by Citizens; (b) is collected, used, processed, stored, or generated as a result of the Services; or, (c) is private information or personally identifiable information collected, used, processed, stored, or generated as a result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric

data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein.

- 1.3. "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
- 1.4. "Effective Date" means the date on which the last Party executes this Agreement.
- 1.4. "Services" means all services and Deliverables to be provided by Vendor to Citizens under this Agreement, including certain hosted software and provide all other services necessary for productive use of such software including implementation (including any necessary integration or customization), user identification and password change management, data import / export, monitoring, technical support, maintenance, training, backup and recovery, and change management as further set forth on an Exhibit A (sequentially numbered) in the form of the Exhibit A attached hereto or in other statements of services containing substantially similar information and identified as an Exhibit A. If any service or Deliverable is not specifically described in this Agreement or, as the case may be, an Exhibit A but is necessary for the proper performance and provisioning of the Services, that service or Deliverable shall be included within the definition of the Services to the same extent and in the same manner as if specifically described herein.
- 1.5. "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 or Citizens Data.
- 1.6. "Work Product" means each Deliverable and any drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, material, negative, report, finding, recommendation, data and memorandum of every description, created for Citizens under this Agreement and shared with or delivered to Citizens by Vendor or Vendor Staff in the course of performing this Agreement.

**2. Services.** As further described herein and in the applicable Exhibit A, Vendor shall provide the following Services.

- 2.1. Authorized Users. Unless otherwise limited on an Exhibit A, Vendor grants Citizens a renewable, irrevocable (unless as provided for herein), nonexclusive, royalty-free, and worldwide right for any Citizens employee, contractor, or agent, or any other individual or entity authorized by Citizens, (each, an "Authorized User") to access and use the Services. Other than those limitations expressly described in an Exhibit A, Authorized Users will have no other limitations on their access or use of the Services.
- 2.2. Acknowledgement of License Grant. For the purposes of 11 U.S.C. § 365(n), the Parties acknowledge and agree that this Agreement constitutes a license grant of intellectual property in software form to Citizens by Vendor.
- 2.3. Changes in Number of Authorized Users The Services are provided on a tiered basis, such tiers as further described in an Exhibit A. Citizens agrees to provide access to the Services to the initial number of Authorized Users described in such Exhibit A (the "Minimum Commitment"). Citizens is entitled to increase or decrease the number of Authorized Users on an as-requested basis; provided, however, that Citizens shall maintain the Minimum Commitment unless the Parties otherwise agree to adjust the Minimum Commitment. Unless otherwise provided in Exhibit A, if Citizens elects to change the number of Authorized Users, Vendor shall reduce

or increase Authorized Users to the corresponding tier described in the Exhibit A and adjust the prospective Services Fees accordingly no later than five (5) business days from Citizens' written request.

- 2.4. Control and Location of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Vendor, giving due consideration to the requests of Citizens. Except as otherwise specified in an Exhibit A, the Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.
- 2.4.1. Subcontractors. 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.
- 2.4.2. Offensive or Disparaging Content. Where the Services or any web based services used in providing Services with the Services contain offensive content or portray Citizens in a disparaging way, either as solely determined by Citizens, Vendor shall immediately remove the offensive or disparaging content and Citizens shall have the right, at Citizens' sole election, to: (a) immediately terminate this Agreement or any Exhibit A corresponding to the offending or disparaging content and be entitled to a return of any prepaid fees; or, (b) pursue such other remedies permitted by law.
- 2.5. Storage. The Services shall include the applicable allocation of base data storage described in an Exhibit A. Vendor shall immediately notify Citizens when Citizens has reached eighty percent (80%) of Citizens' then-current data storage maximum. Within five (5) calendar days of Citizens' request, Vendor shall make additional data storage available to Citizens at the rates described in the Exhibit A.
- 2.6. Development and Test Environments. In addition to production use of the Services, Citizens is entitled to one development and one test environment for use by Authorized Users at no additional charge. Such non-production environments shall have the same data storage and processing capacities as the production environment. Vendor shall cooperate with Citizens' requests in managing the non-production environments such as refreshing Citizens Data upon request.
- 2.7. Documentation. Vendor represents that the Service descriptions and documentation referenced in Exhibit A (the "Documentation"), accurately and reasonably describes the functionality and features of the Services as of the Effective Date. The Documentation may be modified over time by the Vendor, subject to the limitations in section 1.8 below, provided that Citizens receives reasonable advance notice of such modifications. The Documentation shall at all times be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the Services. If the Documentation is provided in hardcopy form, Citizens shall have the right to make any number of additional copies of the Documentation at no additional charge.

- 2.8. Changes in Functionality. During the term of an Exhibit A, Vendor shall not reduce or eliminate functionality in the Services. Where Vendor has reduced or eliminated functionality in the Services, Citizens, at Citizens' sole election and in Citizens' sole determination, shall: (a) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement or the Exhibit A and be entitled to a return of any prepaid fees; or, (b) determine the value of the reduced or eliminated functionality and Vendor will immediately adjust the Services Fees accordingly on a prospective basis. Where Vendor has introduced like functionality in other services, Citizens shall have an additional license and subscription right to use and access the new services, at no additional charge, with the same rights, obligations, and limitations as for the Services. Where Vendor increases functionality in the Services, such functionality shall be provided to Citizens without any increase in the Services Fees.
- 2.9. No Effect of Click-Through Terms and Conditions. Where an Authorized User is required to "click through" or otherwise accept or made subject to any online terms and conditions in accessing or using the Services, such terms and conditions are not binding and shall have no force or effect as to the Services, this Agreement, including the applicable Exhibit A.
- 2.10. Agile Performance of Implementation Services. Project requirements and work schedules of Citizens may evolve over time, and therefore Vendor will be expected to perform any Implementation Services in a flexible, iterative, transparent, and collaborative manner. Citizens expects to have daily visibility into the Implementation Services and an ongoing opportunity to provide feedback. Citizens' work schedule and timing of Deliverables associated with any Implementation Services may require Changes to the Implementation Services that are within the general scope of an Exhibit A and may be adjusted in accordance with Section 10.1.
- 2.11. Process and System Requirements. Within thirty (30) calendar days of execution of this Agreement, at its own cost and expense, Vendor shall have in place and ready for use all the appropriate processes, systems, software, and hardware to ensure its ability to perform Services. Vendor agrees to execute any third-party agreements to permit it to obtain any necessary access to Citizens' systems. Upon request by Citizens, Vendor shall provide Citizens with proof that it meets all the requirements of this provision prior to providing Services.
- 2.12. Vendor Staff Qualifications and Removal. All Vendor Staff shall be properly trained and qualified to perform Implementation Services and Training Services. 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 statutes, 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 determines that a Vendor Staff member is unsuitable for his/her role under this Agreement for any reason, including but not limited to knowledge, skills, experience, abilities, academic qualifications, credentialing, licensure, veracity, or conduct, 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. Representations and Warranties.**

- 3.1. Mutual. Each of Citizens and Vendor represent and warrant that:
- 3.1.1. it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
  - 3.1.2. it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
  - 3.1.3. the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
  - 3.1.4. it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
  - 3.1.5. there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.
- 3.2. By Vendor. Vendor represents and warrants that:
- 3.2.1. it is in the business of providing the Services;
  - 3.2.2. the Services are fit for the ordinary purposes for which they will be used;
  - 3.2.3. it knows the particular purpose for which the Services are required by Citizens;
  - 3.2.4. it is possessed of superior knowledge with respect to the Services;
  - 3.2.5. it acknowledges that Citizens is relying on its representation of its experience and expert knowledge, and that any substantial misrepresentation may result in damage to Citizens;
  - 3.2.6. it is the lawful licensee or owner of the Services (excluding any Citizens Data therein) and has all the necessary rights in the Services to grant the use of the Services to Citizens;
  - 3.2.7. the Services and any other work performed by Vendor hereunder shall not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third-party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement;
  - 3.2.8. it shall disclose any third-party (which shall, for purposes of this Agreement, be deemed a subcontractor) whose intellectual property is incorporated into the Services or who is necessary for the performance of the Services and it shall maintain in-force written agreements with such third-party, if any, for the term of the applicable Exhibit A;
  - 3.2.9. there is no condition, that would in any way prohibit, restrain, or diminish Vendor's ability to perform the Services or satisfy its contractual

obligations;

- 3.2.10. it shall immediately notify Citizens' Contract Administrator of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its contractual obligations;
- 3.2.11. whether by Vendor's notification, Citizens' sole determination, or otherwise, in any case where Citizens is concerned with Vendor's ability or willingness to perform this Agreement is in jeopardy, Vendor shall, upon Citizens' request, timely provide Citizens with all reasonable assurances requested by Citizens to demonstrate that Vendor will continue to be able and willing to provide the Services and perform this Agreement;
- 3.2.12. it will perform the Services in a competent, workmanlike, and professional manner and in accordance with the highest professional standards;
- 3.2.13. it will use its best efforts to ensure that no computer viruses, malware, or similar items (collectively, a "Virus") are introduced into Citizens' computing and network environment by the Services, and that, where it transfers a Virus to Citizens through the Services, it shall reimburse Citizens the actual cost incurred by Citizens to remove or recover from the Virus, including the costs of persons employed by Citizens;
- 3.2.14. the Services are free of any mechanism which may disable the Services and Vendor warrants that no loss of Citizens Data will result from such items if present in the Services;
- 3.2.15. in the case of Citizens' reasonable dispute of any Vendor invoice, it shall not withhold the performance of Services, including, without limitation, access and use of the Services, Technical Support, Maintenance, and extract of Citizens Data; and,
- 3.2.16. the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the applicable Exhibit A and the Documentation.

#### **4. Services Standards and Service Levels.**

- 4.1. General Services Warranty. In addition to all other requirements in this Agreement, Vendor shall use reasonable and good faith efforts to meet the Service Level Standards set forth on Exhibit A. Further, without limiting Vendor's other warranties described herein, where the Vendor shall be providing professional Services, such as Implementation Services, as a part of an Exhibit A, Vendor will undertake the following actions without additional consideration during the term of this Agreement and for one (1) year thereafter: (a) promptly make necessary revisions or corrections to resolve any errors and omissions on the part of Vendor; and, (b) confer with Citizens as Citizens deems appropriate for the purpose of interpreting any of the Services or information furnished. Acceptance of or payment for the Services by Citizens shall not relieve Vendor of these responsibilities. The warranty and covenants in this Section will extend to and bind Vendor's subcontractors, if any. The warranty rights in this Section and elsewhere shall not limit or affect Citizens' right to pursue other remedies relating to Vendor's performance, including the pursuit of remedies for breach of contract within the applicable statute of limitations.
- 4.2. Monitoring of Performance. Vendor shall continuously monitor and record its

performance to ensure that all of Vendor's responsibilities and obligations hereunder are being met and fulfilled. Citizens may conduct programmatic and other administrative contract monitoring during the term of this Agreement. The purpose of this monitoring is to ensure that all of Vendor's responsibilities and obligations are being met and fulfilled. Such monitoring may include on-site visits, report reviews, invoice reviews, compliance reviews, and a review of any other areas reasonably necessary. Vendor acknowledges and agrees that Citizens may also monitor and record Vendor Staff communications to the extent they occur within or are connected to any Citizens' resource, such as electronic or telecommunications systems.

- 4.3. Reports. On a monthly basis, in arrears and no later than the fifteenth (15<sup>th</sup>) calendar day of the month following the reporting month, Vendor shall provide reports to Citizens describing the performance of the Services as compared to the Service Level Standards. The reports shall be in a form agreed to by Citizens and contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Vendor has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; (d) any Service Credit due to Citizens; and, (e) if requested, a rolling six-month Service Level Standard trend report for the Service Level Standard. Vendor and Citizens will meet as often as reasonably requested by Citizens, but no less than monthly, to review Vendor's performance as it relates to the Service Level Standards. If Vendor fails to provide a report for a Service Level Standard in the applicable timeframe, the Service Level Standard shall be deemed to be completely failed for the purposes of calculating a Service Credit. Vendor shall, without charge, make Citizens' historical Service Level Standard reports available to Citizens upon request.
- 4.4. Failure to Meet Service Level Standards. Time is of the essence in meeting the Service Level Standards. If Vendor does not meet a Service Level Standard, Vendor shall issue the applicable Service Credits as agreed upon herein. The Service Credits will be issued on Vendor's next invoice to Citizens for the Services. The Service Credits are intended only to cover the diminished value of a Service that is delivered to Citizens. The acceptance of a Service Credit does not waive Citizens' right to pursue other remedial actions or claims under this Agreement. To the extent the underlying acts or omissions constitute an event of default under another Section of this Agreement, Citizens may declare an event of default under that Section. Notwithstanding the issuance of a Service Credit, Vendor will use its best efforts to minimize the impact or duration of any outage, interruption or degradation of Service. In no case shall Citizens be required to notify Vendor that a Service Credit is due as a condition of payment of the same.
- 4.5. Termination for Repeated Failures. Citizens shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Vendor fails to meet any Service Level Standard for four (4) months out of any rolling twelve (12) month period.
- 4.6. Temporary Suspension of Service Level Standards. Vendor will be excused for failing to meet any Service Level Standard if and to the extent such failure is excused under Section 21.17. [Reference: Force Majeure]. Vendor shall advise Citizens in writing as soon as possible of any circumstance or occurrence which would excuse or affect Vendor's ability to achieve any of the Service Level

Standards. In all such cases, Vendor will continue to make all reasonable efforts to achieve the Service Level Standards. Suspension of a Service Level Standard shall not excuse Vendor from accumulating data relevant to that Service Level Standard and reporting such data to Citizens as part of the reports required herein.

- 4.7. Audit of Service Levels. No more than quarterly, Citizens or Citizens' agent shall have the right to audit Vendor's books, records, and measurement and auditing tools to verify Service Level Standard achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to Citizens but not paid, Vendor shall immediately owe to Citizens the applicable Performance Credit.

## 5. **Support; Maintenance; Additional Services.**

- 5.1. Technical Support. Vendor shall provide the Technical Support described in an Exhibit A. The Services Fees shall be inclusive of the fees for the Technical Support.
- 5.2. Maintenance. Vendor shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the applicable Exhibit A and the Documentation; (c) the Service Level Standards can be achieved; and, (d) the Services work with the then-current version and the three prior versions of Internet Explorer, Mozilla Firefox, and Google Chrome Internet browsers. The Services Fees shall be inclusive of the fees for maintenance.
  - 5.2.1. Required Notice of Maintenance. Unless as otherwise agreed to by Citizens on a case-by-case basis, Vendor shall provide no less than thirty (30) calendar day's prior written notice to Citizens of all non-emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, Vendor shall provide as much prior notice as commercially practicable to Citizens and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the emergency maintenance.
  - 5.2.2. Acceptance of Non-Emergency Maintenance. Unless as otherwise agreed to by Citizens on a case-by-case basis, for non-emergency maintenance Citizens shall have a ten (10) business day period to test any maintenance changes prior to Vendor introducing such maintenance changes into production (the "Maintenance Acceptance Period"). In the event that Citizens rejects, for good cause, any maintenance changes during the Maintenance Acceptance Period, Vendor shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if Citizens has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by Citizens and Vendor shall be entitled to introduce the maintenance changes into production.



- 5.3. Implementation Services. Vendor shall provide the Implementation Services, if any, described in an Exhibit A. The Services Fees for Implementation Services shall be described in an Exhibit A.
- 5.4. Training Services. Vendor shall provide the Training Services, if any, described in an Exhibit A. The Services Fees for Training Services shall be described in an Exhibit A.
6. **Escrow Agreement.** At no additional cost to Citizens, Vendor agrees to place in escrow with an escrow agent copies of the most current version of the source and object code for the applicable software that is included as a part of the Services as well as all necessary components to ensure proper function of such software including but not limited to any application program interfaces, configuration files, schematics of software components, build instructions, procedural instructions, and other documentation (collectively, the “Software”). The Software shall also include all updates, improvements, and enhancements thereof from time to time developed by Vendor and which are necessary to internally support the Services for the benefit of Citizens. Vendor agrees that upon the occurrence of any event or circumstance which demonstrates with reasonable certainty the inability or unwillingness of Vendor to fulfill its obligations to Citizens in providing the Services, as determined solely by Citizens, Citizens shall be entitled to obtain the then-current Software from the escrow agent. At the sole election of Citizens, Citizens shall have the right to: (a) perform, at Citizens’ cost and no more than annually, via a third-party escrow verification service that is independent of Vendor and the escrow agent, a verification of Vendor’s compliance with its escrow obligations hereunder including but not limited to a full usability test of the Software; (b) obtain, at no additional cost to Citizens and no more than annually, the full usability test results of the Software, such test as performed by a third-party contracted by Vendor; and, (c) contract with, at Citizens’ cost, a third-party that is independent of Vendor to perform services relating to the backup and recovery of the Services and / or Citizens Data. Vendor agrees to reasonably cooperate with all third-parties contracted by Citizens for purposes of this provision. Where Citizens determines, in Citizens’ sole determination, that Vendor has failed to fulfill its escrow obligations, Citizens shall, at Citizens’ sole election: (a) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement or the applicable Exhibit A and be entitled to a return of any prepaid fees; and, (b) pursue such other remedies as permitted by law.
7. **Audit Rights of Vendor.** Vendor shall have no right to conduct an on-premises audit of Citizens’ compliance with the use of the Services. No more than once annually, Vendor shall have the right to request from Citizens its certification of compliance with the permitted number of Authorized Users for an Exhibit A. Where the actual number of users exceeds the permitted number of Authorized Users, Citizens, at Citizens’ sole election shall, within thirty (30) business days: (a) reduce the actual number of users so as to be in compliance with the permitted number of Authorized Users in which case no additional Services Fees shall be due to Vendor; or, (b) acquire the appropriate number of Authorized Users at the rate specified in the Exhibit A so as to be in compliance with the permitted number of Authorized Users.
8. **Deliverables and Work Product.**
- 8.1. Deliverables and Financial Consequences. Where an Exhibit A describes Deliverables to be provided by Vendor, each such Deliverable must be provided by Vendor to Citizens in the time and manner specified in such Exhibit A. Failure

to do so will entitle Citizens to enforce financial consequences which can include: (a) withholding any payment associated with the Deliverable until such delivery is made; and/or, (b) terminating this Agreement or an Exhibit A in whole or in part for cause subject to the notice and cure provisions set forth in Section 16.4. [Reference: Termination for Cause] below.

8.1. Title to Work Product. With the exception of the Pre-Existing Materials described in Section 9.2. [Reference: Pre-Existing Materials], Citizens will have all right, title and interest in and to each Work Product and any derivative works relating thereto (including ownership of copyrights). The use of these Work Products in any manner by Citizens shall not support any claim by Vendor for additional compensation. Each Work Product, and any portion thereof, shall be a "work made for hire" for Citizens pursuant to federal copyright laws. To the extent any of the Work Product is not deemed a work made for hire by operation of law, Vendor hereby irrevocably assigns, transfers, and conveys to Citizens, or its designee, without further consideration all of its right, title, and interest in such Work Product, including all rights of patent, copyright, trade secret, trademark, or other proprietary rights in such materials. Vendor acknowledges that Citizens shall have the right to obtain and hold in its own name any intellectual property right in and to the Work Product. Vendor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Citizens may reasonably request, to perfect or evidence Citizens' ownership of the Work Product. This Section shall survive the termination of this Agreement.

8.2. Pre-Existing Materials.

8.2.1. Citizens acknowledges that, in the course of performing the Services, Vendor may use materials, software, reports, routines, language, instructions, methods, techniques, trade secrets, patents, copyrights, or other intellectual property that have been previously developed, purchased, licensed, or acquired by Vendor or by third parties (collectively, the "Pre-Existing Materials"), and that such Pre-Existing Materials shall remain the sole and exclusive property of Vendor or the third parties. Where Vendor seeks to embed Pre-Existing Materials in the Work Product, Vendor must first obtain written approval from Citizens.

8.2.2. If and to the extent any Pre-Existing Materials of Vendor are embedded or incorporated in the Work Product, Vendor hereby grants to Citizens the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to: (a) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such Pre-existing Materials and any derivative works thereof for Citizens' internal business purposes only; and, (b) authorize others to do any or all of the foregoing for Citizens' internal business purposes only.

8.2.3. If and to the extent any Pre-Existing Materials of third parties are embedded or incorporated in the Work Product, Vendor shall secure for Citizens an irrevocable, perpetual, non-exclusive, worldwide, royalty-free and fully paid-up right to use, execute, display, and perform such Pre-Existing Materials. Vendor shall secure such right at its expense and prior to incorporating any such Pre-Existing Materials into any Work Product, and such right must include, if practicable, a right to: (a) copy, modify, and create derivative works based upon such Pre-Existing Materials; and, (b) sublicense all or any portion of the foregoing rights to an affiliate or a third party vendor of Citizens. This Section does not apply to standard office

software (e.g., Microsoft Office).

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

## 9. **Changes**

9.1. **Change Process.** 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.

9.2. **Modifications.** 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 provided that some Changes may be effected through the Change process described in Section 10.1. 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.

## 10. **Acceptance.**

10.1. **Acceptance Period.** For all Implementation Services and Deliverables, if any, provided under an Exhibit A, Vendor grants to Citizens a thirty (30) calendar day acceptance period ("Acceptance Period") commencing on the date completed Services are delivered to Citizens. Citizens shall have the right to reject the Services, in whole or in part, during the Acceptance Period for Vendor's failure to meet the specifications associated with the delivered Services (a "Defect"), with such determination to be made in Citizens' reasonable judgment. At the end of the Acceptance Period, if Citizens has not rejected the Services, the Services shall be deemed to be accepted by Citizens; provided, however, that Citizens' acceptance of the Services shall not be deemed a waiver of any of Citizens' warranty rights or other remedies as expressly provided in this Agreement.

10.2. **Correction of Defects.** To the extent a Defect can be corrected and was not the result of any bad faith by Vendor, Vendor shall have thirty (30) calendar days to correct the Defect. The determination as to whether a Defect can be corrected shall be made by Citizens in its reasonable discretion. If Vendor is unable to correct the Defect within this thirty (30) calendar day period, Citizens may, in its sole discretion, terminate this Agreement in whole or in part for cause and pursue such other rights and remedies allowable in law or equity.

## 11. **Compensation.**

11.1. **Maximum Compensation and Budget Requirement.** Citizens' obligation to pay Vendor for all Services accepted and reimbursable expenses under this Agreement (i) shall not exceed a total dollar amount of **[\$DOLLAR AMOUNT]**; and, (ii) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis.

- 11.2. Compensation Schedule. Vendor will be paid for the Services in accordance with the Services Fees and Compensation Schedule described in an Exhibit A.
- 11.3. Payments Upon Termination. Upon the termination of this Agreement or an Exhibit A in whole or in part, Citizens shall pay to Vendor all undisputed amounts due and payable hereunder, if any, and Vendor shall pay to Citizens all amounts due and payable hereunder, such as Performance Credits and prepaid fees, if any.
- 11.4. 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 submit the original invoice to Citizens' Contract Manager or designee as identified in Section 15.2. Contract Managers. All late payment inquiries must be submitted to the attention of Citizens' Accounts Payable department at [AccountsPayable@citizensfla.com](mailto:AccountsPayable@citizensfla.com) or Post Office Box 10749, Tallahassee, Florida 32302-2749 in accordance with the Compensation Schedule described in an Exhibit A and must include, at a minimum, the following: (a) purchase order number/Agreement number/task 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 12.9.); and, (h) itemized Services for which compensation is being sought.
- 11.5. 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) calendar 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) calendar 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) calendar 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.
- 11.6. Travel-related Expenses. Where an Exhibit A includes the necessity for Vendor Staff travel, Vendor agrees to comply with Citizens' then-current Vendor Travel Reimbursement Guidelines, a copy of which can be found on Citizens' website: <https://www.citizensfla.com/b2b>. All travel-related expenses must be pre-approved in writing by Citizens' Contract Manager or designee. Citizens shall reimburse Vendor for pre-approved travel-related expenses incurred in the performance of Services following Citizens' receipt of Vendor's reimbursement request submitted in accordance with the then-current Vendor Travel Reimbursement.
- 11.7. 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.

- 11.8. 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) calendar days following Citizens' request.
- 11.9. 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.
- 11.10. No Suspension of Services. Vendor shall not suspend any part of the Services where: (a) Citizens is reasonably disputing any amount due to Vendor; or, (b) any unpaid but undisputed amount due to Vendor is less than ninety (90) business days in arrears.
- 11.11. Billing Reviews by Third-Parties. For purposes of determining the competitiveness and appropriateness of fees charged to Citizens by Vendor, Citizens is entitled to disclose to a third-party this Agreement, any Exhibit A, and any other data pertaining to fees paid or payable by Citizens to Vendor.

## **12. Indemnification and Limitation of Liability.**

- 12.1. Indemnification. Vendor shall be fully liable for the actions of Vendor Staff and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, employees, and policyholders (each, an "Indemnitee" and collectively, the "Indemnitees") from suits, actions, damages, liabilities, demands, claims, losses, expenses, fines, penalties, fees, and costs of every name and description (collectively, "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of Vendor, its officers, directors, agents, employees, or contractors, including without limitation: (a) a violation of federal, state, local, international, or other laws or regulations; (b) bodily injury (including death) or damage to tangible personal or real property; (c) a breach of any obligation or representation made by Vendor under this Agreement; (d) any claim that any portion of the Services violates or infringes upon a trademark, copyright, patent, trade secret or intellectual property right; or, (e) Vendor's failure to timely forward a public records request to Citizens for handling.

In the event that any portion of the Services is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other

proprietary right, or in the event that Vendor is enjoined from providing any portion of the Services due to such an allegation and the injunction is not dissolved within thirty (30) calendar days, then Vendor shall, at its own expense: (a) obtain for Citizens the right to continue using such Services; (b) replace or modify such Services with no material adverse impact to Citizens, and so that the Services do not infringe upon or misappropriate such proprietary right and are free to be used by Citizens; or, (c), in the event that Vendor is unable or determines in its reasonable judgment that it is commercially unreasonable to do either of the aforementioned, Vendor shall reimburse Citizens any prepaid fees and the full cost associated with transitioning the Services to an alternative vendor.

12.1.1. Vendor's obligations of indemnification with respect to any Claim are contingent upon Citizens (or other Indemnitee) providing Vendor: (a) written notice of the Claim; (b) the opportunity to settle or defend against the Claim at Vendor's sole expense; and, (c) assistance in defending against or settling the Claim at Vendor's sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred or made by an Indemnitee in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld.

12.1.2. Notwithstanding anything in this Agreement to the contrary, Vendor shall not indemnify for that portion of a Claim proximately caused by: (a) a negligent act or omission of an Indemnitee; or, (b) an Indemnitee's misuse or modification of the Service or Work Product.

12.1.3. The obligations in this Section are separate and apart from, and in no way limit Citizens' rights under any insurance provided by Vendor pursuant to this Agreement or otherwise.

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

## 12.2. Limitation of Liability.

12.2.1. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECULATIVE OR REMOTE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT.

12.2.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF TWICE THE AMOUNT OF FEES PAYABLE UNDER THIS AGREEMENT. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED IN CONTRACT, EQUITY, TORT, OR OTHERWISE. THIS LIMITATION SHALL NOT APPLY TO: (A) ANY OBLIGATION OF INDEMNIFICATION SET FORTH IN THIS AGREEMENT; (B) ANY CLAIM OR DAMAGE CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT; (C) ANY CLAIM OR DAMAGE TO THE EXTENT COVERED BY AN INSURANCE POLICY REQUIRED IN THIS AGREEMENT; OR, (D) ANY CLAIM OR DAMAGE CAUSED BY VENDOR'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY SET FORTH IN THIS AGREEMENT.

12.2.3. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE LIMIT ON CITIZENS' LIABILITY FOR TORT CLAIMS UNDER SECTION 768.28, FLORIDA STATUTES.

12.2.4. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

### 13. Insurance

13.1. Vendor Insurance 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:

13.1.1. 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.

13.1.2. 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.

13.1.3. Umbrella Excess General Liability and Auto Liability insurance with minimum limits of \$4 million in the aggregate; the umbrella excess policy must afford coverage equivalent to the commercial general liability coverage required in subsections 13.1.2.; the policy inception date must also be concurrent with the inception dates of the underlying general liability policy; if vendor maintains commercial general liability coverage that exceeds the minimum limits identified in 13.1.2., then Vendor may reduce its umbrella excess coverage limit by the corresponding amount;

13.1.4. Information Security/Cyber Liability insurance written on a "claims-made" basis covering Vendor and Vendor Staff for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all Services, including, without limitation, claims, other demands and any payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy. The Information Security/Cyber Liability Insurance must include internet media liability including cloud computing and mobile devices for protection of confidential information and customer data whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use, including regulatory action expenses, and notification and credit monitoring expenses with at least the minimum limits listed below. Coverage must be renewed for two (2) years after completion of the Services.

- a. Each occurrence - \$5000,000
- b. Network Security/Privacy Liability - \$51,000,000

- c. Breach Response/ Notification Sublimit - a minimum limit of fifty percent (50%) of the policy aggregate
  - d. Technology Products E&O - \$5,000,000
- 13.2. Insurance Company Qualifications. Each company issuing policies required under Section 13. 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.
- 13.3. Vendor's Insurance is Primary. The insurance required under Section 13.1. 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.
- 13.4. Citizens to be an Additional Insured. The Commercial General policy in Section 13. 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.
- 13.5. Waiver of Subrogation. The insurance required under Section 13. shall include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 13.6. Coverage for Indemnity Obligations. The Commercial General Liability, Umbrella Liability, and Professional Liability coverages shall cover claims made under the indemnity provisions of this Agreement.
- 13.7. Notice of Cancellation or Change. To the extent practicable, the Commercial General Liability and Professional 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.
- 13.8. 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 13. The certificates for Commercial General Liability, Umbrella Liability and Professional Liability insurance certificates 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.

**14. Contract Administration**

- 14.1. Contract Administrator. Citizens shall name a Contract Administrator during the term of this Agreement whose responsibility shall be to maintain this Agreement. Except for written notices not otherwise specifically required to be delivered to the Citizens' Contract Manager or designee (such as those relating to background checks, invoicing, data security requirements and subcontractors), all written notices shall be delivered to the Contract Administrator in addition to the Citizens Contract Manager named below. As of the Effective Date, the Contract Administrator is:

Lori Newman, Vendor Management Office  
301 W Bay Street, Suite 1300  
Jacksonville, Florida 32202  
904-407-0225



[Lori.Newman@citizensfla.com](mailto:Lori.Newman@citizensfla.com)

Citizens shall provide written notice to Vendor of any changes to the Contract Administrator; such changes shall not be deemed Agreement amendments.

- 14.2. Contract Managers. Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and operational obligations pursuant to the terms of this Agreement. As of the Effective Date, Citizens' and Vendor's Contract Managers are as follows:

Citizens' Contract Manager

[Name]

Citizens Property Insurance Corporation

[Address]

[City, State Zip]

[Phone]

[Email]

Vendor's Contract Manager

[Name]

[Company Name]

[Address]

[City, State Zip]

[Phone]

[Email]

Each Party shall provide prompt written notice to the other Party of any changes to their Contract Manager; such changes shall not be deemed Agreement amendments.

**15. Corrective Action; Suspension of Services; Termination; Transition Assistance.**

- 15.1. Corrective Action Plan. Without limiting Citizens' rights under Sections 5 and 11, at any stage during the thirty (30) calendar day period provided above or whenever Citizens identifies a deficiency in Vendor's performance of this Agreement, Citizens may require Vendor to take the following actions: (a) perform a cause analysis to identify the cause of the deficiency; (b) provide a written plan (the "Corrective Action Plan") detailing the cause of, and procedure for, correcting such deficiency (Citizens will be afforded the time necessary to review and approve the proposed Corrective Action Plan or require Vendor to make revisions); (c) implement the Corrective Action Plan as approved by Citizens; and, (d) provide Citizens with satisfactory assurance that such deficiency will not reoccur following the implementation of the Corrective Action Plan. In the case of a Defect identified by Citizens during an Acceptance Period, completion of the cause analysis and implementation of the Corrective Action Plan by Vendor must occur before the end of the thirty (30) calendar day period provided above, unless otherwise agreed to by Citizens in its sole discretion.
- 15.2. Temporary Suspension of Services. Citizens may, in its sole discretion, temporarily suspend all or certain portions of the Services at any time by providing written notice to Vendor. Upon receiving a suspension notice, Vendor shall cease performing the Services in accordance with the suspension notice. Within ninety (90) calendar days after Citizens provides the suspension notice, or any longer period agreed to by Vendor, Citizens shall either: (a) issue a notice authorizing

resumption of the Services, at which time the Services shall resume; or, (b) exercise its right under Section 15.3. Termination without Cause to terminate this Agreement or an Exhibit A in whole or in part without cause. Nothing in this Section allows Citizens to withhold or delay any payment for Services satisfactorily performed prior to the suspension. However, Vendor shall not be entitled to any additional compensation for the suspension of Services.

- 15.3. Termination Without Cause. Without limiting Citizens' right to terminate this Agreement or an Exhibit A as provided for in this Agreement, upon thirty (30) calendar days advance written notice, Citizens may terminate this Agreement in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of this Agreement will be thirty (30) calendar days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). Where Citizens elects to terminate this Agreement in part, Vendor shall continue to provide Services on any portion of the Agreement not terminated. Vendor shall be entitled to payment for Services satisfactorily performed and accepted by Citizens through the Termination Date but shall not be entitled to charge for or recover any "wind-down" costs, cancellation charges, or damages, including lost profits or reliance damages. Vendor shall not have a reciprocal right to terminate without cause; it being understood that Citizens' payment for Services forms the consideration for Vendor not having this right. In the event of Citizens' termination without cause, Citizens, at Citizens' sole election, may also require Vendor to provide the Transition Assistance as further described in this Agreement.
- 15.4. Termination for Cause. Without limiting Citizens' right to terminate this Agreement or an Exhibit A as provided for in this Agreement, either Party may terminate this Agreement or an Exhibit A if the other Party fails to honor its material obligations under this Agreement or an Exhibit A. Unless otherwise provided herein, before terminating this Agreement or an Exhibit A, the Party that believes the other Party is failing to perform this Agreement or an Exhibit A shall notify the breaching Party, in writing, of the nature of the breach and provide a reasonable time certain to cure the breach. The cure period will generally be ten (10) calendar days from receipt of the notice, provided that a cure period is not required if a cure is not feasible as determined by the non-breaching Party or if the breaching Party has already been notified of the breach and given at least ten (10) calendar days to correct it. If the breaching Party does not cure the breach within the time provided by the non-breaching Party, and its breach is not legally excusable, the non-breaching Party may thereafter notify the breaching Party, in writing, that it considers the breaching Party in default and may terminate this Agreement or an Exhibit A and pursue any remedies allowed in law or equity. Instead of terminating this Agreement or an Exhibit A in whole, Citizens may elect to terminate this Agreement or an Exhibit A in part, in which case Vendor shall continue to provide Services on any portion of the Agreement or an Exhibit A not terminated. If after termination it is determined that Vendor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued without cause under Section 15.3.
- 15.5. 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.

**16. Transition Services and Return of Citizens Data.**

- 16.1. Within thirty (30) days after execution of this Agreement, each Party will appoint and identify a Services "Transition Manager", who will be responsible for the duties set forth in this section to manage the completion of a plan to smoothly and efficiently transition Citizens to a new vendor (the "Transition Plan") upon expiration or termination of this Agreement or an Exhibit A. Each Transition Manager will (i) be a management-level employee of the respective party, (ii) have recent experience in leading end-of-contract system transitions of the type contemplated in this section (iii) act as the single points of contact for their respective teams, (iv) oversee and coordinate the transition activities of their respective teams, and (v) work together to develop a comprehensive, detailed and written Transition Plan, including an applicable Transition Schedule.
- 16.2. The Parties will use best efforts to complete the Transition Plan within ninety (90) days of the execution of this Agreement. The Transition Plan must document all major activities needed from a project management perspective (e.g., planning, status reporting, issue and risk management, change management) to effect a smooth, efficient and reliable transition of the Services at the end of the Agreement to Citizens or to a successor vendor. The Transition Plan will include a description of the assistance needed from Vendor ("Transition Assistance") and the anticipated costs to Citizens. With respect to costs, Vendor agrees that the following Transition Assistance will be provided by Vendor as part of the subscription fees and will not result in additional charges to Citizens to include: (i) all labor and resources needed to develop, periodically review and modify the Transition Plan prior to activation; (ii) all labor and resources needed to transfer Citizens Data to Citizens in a format specified in the Transition Plan; and (iii) all other labor and resources that are ordinarily or customarily needed by a customer to ensure that services similar to those provided in this Agreement are fully transitioned in a smooth and efficient manner to the customer or to a successor vendor (including reasonable post-cutover support). To the extent the transition will involve a successor vendor, Vendor agrees that it will cooperate with such successor vendor. As reasonably required by Vendor, Citizens shall cause any successor vendor to execute Vendor's non-disclosure agreement.
- 16.3. The Transition Managers shall meet annually during the term of this Agreement to review, update and confirm the Transition Plan. The Transition Plan may be activated upon thirty (30) days' notice within one (1) year of the date this Agreement terminates (the "Termination Date"). Vendor shall provide Transition Assistance until Citizens notifies Vendor that Transition Assistance is no longer required, which shall in no event be more than one year following the Termination Date.
- 16.4. The Parties acknowledge that the successful migration of Citizens Data to Citizens is a critical component of the Transition Plan. To this end, Vendor agrees to provide Citizens with extracts of all Citizens Data in the format reasonably specified by Citizens. Upon the termination of this Agreement or an Exhibit A, Vendor shall, within one (1) business day following the termination of this Agreement or an Exhibit A, provide Citizens, without charge and without any conditions or

contingencies whatsoever (including but not limited to the payment of any fees due to Vendor), with a final extract of the Citizens Data in the format reasonably specified by Citizens. Further, Vendor shall certify to Citizens the destruction of any Citizens Data within the possession or control of Vendor but such destruction shall occur no sooner than thirty (30) days after (i) the Citizens Data has been fully and adequately returned to Citizens, and (ii) Citizens has acknowledged the full and adequate return in writing to the Vendor.

- 16.5. To the extent Citizens requests Transition Assistance that is not contemplated within the Transition Plan or otherwise included in the subscription fees as provided in this section, such Transition Assistance shall be provided at the rates negotiated by the Transition Managers prior to the rendering of such Transition Assistance, which rates shall not exceed the standard market rates Vendor charges to government entities for comparable services. Vendor may withhold such additional Transition Assistance if Citizens does not provide reasonable assurance that the charges for such additional Transition Assistance will be paid to Vendor. This section shall survive termination of this Agreement

## 17. **Disputes.**

- 17.1. **Dispute Resolution Process.** Each Party will make a good faith effort to resolve any disputes relating to this Agreement prior to commencing a legal action. These efforts may include an offer to arrange for executive-level discussions or an offer to submit the dispute to non-binding mediation. This Section shall not apply if (i) a Party considers the immediate commencement of a legal action for an injunction necessary to protect its interests (e.g., to protect against the improper use or disclosure of its confidential information); or, (ii) the dispute is subject to another provision in this Agreement that includes a different dispute resolution process. For the sake of clarity, Citizens is not subject to the dispute resolution processes set forth in The Florida Administrative Procedure Act, Chapter 120, Florida Statutes.
- 17.2. **Jurisdiction and Venue; Waiver of Jury Trial.** 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.
- 17.3. The provisions of this Section shall survive the termination of this Agreement.

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

- 18.1. **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.
- 18.2. **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 to Vendor 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 this Agreement. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; expert witness fees; and, documentary fees.

- 18.3. 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.

18.3.1. 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 ("Vendor's Confidential Information"), Vendor should clearly label and mark each page or section containing such information as "Confidential", "Trade Secret" or other similar designation.

18.3.2. Responding to Request for Vendor's 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. 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 reimburse Citizens for any attorneys' fees, costs, and expenses incurred by Citizens or awarded against Citizens in any legal proceeding in which the issue is a third party's challenge to Vendor's assertion of an exemption under Florida's Public Records Laws.

18.3.3. Vendor's Duty to Forward Records Requests to Citizens. If 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](mailto: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](mailto:RECORDSREQUEST@CITIZENSFLA.COM); OR, (iii) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303.**

- 18.4. Remedies. 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.
- 18.5. The provisions of this Section shall survive the termination of this Agreement.

**19. Non-Disclosure of Citizens Confidential Information**

- 19.1. Obligation of Confidentiality. Vendor agrees to: (a) hold all Citizens Confidential Information in strict confidence; (b) not use Citizens Confidential Information for any purposes whatsoever other than the performance of this Agreement; (b) not copy, reproduce, sell, transfer, or otherwise dispose of, give, or disclose such Citizens Confidential Information to third parties other than Vendor Staff who have a need to know in connection with the performance of this Agreement; (c) be solely responsible for informing any Vendor Staff with access to Citizens Confidential Information of the provisions of this Agreement and to be responsible for any acts of those individuals that violate such provisions; (d) provide Vendor Staff having access to Citizens Confidential Information with work environments that protect against inadvertent disclosure to others; (e) use its best efforts to assist Citizens in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any Citizens Confidential Information and to cooperate in promptly remedying such situation; and, (f) advise Citizens immediately in the event that Vendor learns or has reason to believe that any individual who has or has had access to Citizens Confidential Information has violated or intends to violate the terms of this Agreement and to cooperate with Citizens in seeking injunctive or other equitable relief against any such individual.

- 19.2. 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).
- 19.3. Labeling of Citizens Confidential Information. 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.
- 19.4. 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.
- 19.5. Transmission of Citizens 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.
- 19.6. Return of Citizens Confidential Information. Upon Citizens' request during the term of this Agreement 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.
- 19.7. Disposal of Citizens 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).
- 19.8. 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 notify Citizens Contract Administrator in writing of such inability and such inability on Vendor's part will serve as justification for the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part at any time after the inability becomes known to Citizens.
- 19.9. Remedies. Vendor acknowledges that breach of Vendor's obligations under this Section 19.1 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 19, in addition to any other legal remedies which may be available, including, the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part.
- 19.10. The provisions of this Section shall survive the termination of this Agreement.

## **20. Information Security and Data Privacy.**

### **20.1. Citizens Data.**

- 20.1.1. Ownership. Vendor acknowledges and agrees that Citizens Data is and shall remain the sole and exclusive property of Citizens and that all right,

title, and interest in the same is reserved by Citizens.

- 20.1.2. Vendor Use of Citizens Data. Vendor is permitted to collect, process, store, generate, and display Citizens Data only to the extent necessary for the sole and exclusive purpose of providing the Services. Vendor acknowledges and agrees that it shall: (a) keep and maintain Citizens Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Section 20 and applicable law to avoid unauthorized access, use, disclosure, or loss; and, (b) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Citizens Data for Vendor's own purposes or for the benefit of anyone other than Citizens without Citizens' prior written consent.
- 20.1.3. Extraction of Citizens Data. During the term of this Agreement, Vendor shall, within five (5) business days of Citizens' request, provide Citizens, without any charge, conditions, or contingencies whatsoever (including but not limited to the payment of any fees due to Vendor), an extract of Citizens Data in the format specified by Citizens.
- 20.1.4. Backup and Recovery of Citizens Data. As part of the Services, Vendor is responsible for maintaining a backup of Citizens Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described herein, Vendor shall maintain a contemporaneous backup of Citizens Data with a recovery time and recovery point of two (2) hours. Additionally, Vendor shall store a backup of Citizens Data in an off-site "hardened" facility no less than daily, maintaining the security of Citizens Data, the security requirements of which are further described herein. Any backups of Citizens Data shall not be considered in calculating any storage used by Citizens.
- 20.1.5. Loss of Data. Vendor acknowledges and agrees that is subject to Section 501.171, Florida Statutes and other applicable laws and regulations related to information security and data privacy. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Citizens Data or the physical, technical, administrative, or organizational safeguards put in place by Vendor that relate to the protection of the security, confidentiality, or integrity of Citizens Data, Vendor shall, as applicable: (a) notify Citizens in accordance with applicable laws and regulations; (b) cooperate fully with Citizens in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or regulations or as otherwise required by Citizens; (c) in the case of PII, at Citizens' sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Citizens for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f)



without limiting Citizens' obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless Citizens for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Citizens in connection with the occurrence; (g) be responsible for recreating lost Citizens Data in the manner and on the schedule set by Citizens without charge to Citizens; and, (h) provide to Citizens a detailed plan within ten (10) calendar days of the occurrence describing the measures Vendor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, shall comply with applicable laws and regulations, be written in plain language, and contain, at a minimum: name and contact information of Vendor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Vendor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Vendor. This Section shall survive the termination of this Agreement.

## 20.2. Security and Confidentiality of Citizens Data.

20.2.1. General Requirements. Vendor shall implement and maintain appropriate safeguards to: (a) ensure the security and confidentiality of Citizens Data; (b) protect against any anticipated threats or hazards to the security or integrity of Citizens Data; (c) protect against unauthorized access to or disclosure of Citizens Data; (d) protect against the use of Citizens Data that could cause harm or inconvenience to Citizens or any customer of Citizens; (e) ensure the availability of Citizens Data; and, (f) ensure the proper disposal of Citizens Data.

20.2.2. Implementation of NIST 800-53 Controls. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor agrees to implement the privacy and security controls that follow the guidelines set forth in NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," as amended from time to time.

### 20.2.3. Audit of Vendor's Privacy and Security Controls.

20.2.3.1. Audit Reports. For each calendar year during the term of this Agreement, upon sixty (60) calendar days of issuance but no later than the end of each calendar year, Vendor shall submit to Citizens via email to Citizens' Contract Manager or designee a copy of its annual American Institute of Certified Public Accountants Service Organization Control (SOC) 1 type 2 report or SOC 2 type 2 report (for all Trusted Services Principles) relevant to the Services, such relevancy as solely determined by Citizens.

20.2.3.2. 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) calendar days of receipt, an audit questionnaire provided by Citizens regarding Vendor's privacy and security programs.

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

20.2.3.4. Citizens' Right to Termination for Deficiencies. Citizens reserves the right, at its sole election, to immediately terminate this Agreement or an Exhibit A without limitation and without liability if Citizens reasonably determines that Vendor fails or has failed to meet its obligations under this Section.

20.2.4. 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.

20.2.5. Data Encryption. Vendor and Vendor Staff will encrypt Citizens Data at rest and in transit using a strong cryptographic protocol that is consistent with industry standards.

20.2.6. Data Storage. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff shall not store Citizens Data on portable external storage devices or media (such as "thumb drives," compact disks, or portable disk drives).

20.2.7. 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 Data outside of the United States.

20.2.8. Unauthorized Use or Disclosure of Citizens Data. Vendor shall use its best efforts to assist Citizens in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any Citizens Data and shall cooperate in promptly remedying such situation. Without limiting the foregoing, Vendor shall: (a) advise Citizens immediately in the event that Vendor learns or has reason to believe that any individual who has or has had access to Citizens Data has violated or intends to violate the terms of this Agreement and Vendor will cooperate with Citizens in seeking injunctive or other equitable relief against any such individual; and, (b) pursuant to Section 501.171, Florida Statutes, where Vendor maintains computerized Citizens Data that includes personal information, as defined in such statute, disclose to Citizens any breach of the security of the system associated with the Citizens Data as soon as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.

20.3. Subcontractors. Except as permitted in writing by Citizens' Contract Manager or designee, the provisions of this Section 22 shall apply to each of Vendor's subcontractors at any level who obtain access to Citizens Data.

- 20.4. 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 20, it will immediately notify Citizens Contract Administrator in writing of such inability and such inability on Vendor's part will serve as justification for the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part at any time after the inability becomes known to Citizens.
- 20.5. Remedies. Vendor acknowledges that breach of Vendor's obligation under this Section 20 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 any of the provisions of this Section 20, in addition to any other legal remedies which may be available, including, the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part.
- 20.6. The provisions of this Section shall survive the termination of this Agreement.

**21. Miscellaneous.**

- 21.1. Business Continuity and Disaster Recovery Plan. Vendor shall have a viable, documented, effective and annually tested business continuity/disaster recovery strategy plan in place to mitigate the potential disruption of Services. Within thirty (30) calendar days of execution of the Agreement, at its own cost and expense, Vendor shall provide to Citizens evidence and results of its tested business continuity/disaster recovery plan and annually thereafter by April 15<sup>th</sup> during the term of this Agreement.
- 21.2. 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.
- 21.3. 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.
- 21.4. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.

- 21.5. 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.
- 21.6. Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement. This includes: (a) registration and annual renewal of authority to transact business in the State of Florida (via [www.sunbiz.org](http://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.
- 21.7. Compliance with Information Accessibility Standards. Vendor shall (a) comply with Web Content Accessibility Guidelines version 2.0 (WCAG 2.0); (b) comply with any additional accessibility standards legally required on or after the Effective Date; and, (c) be able to produce a Voluntary Product Accessibility Template (VPAT) for review by Citizens on an annual basis. If at any time Vendor is not in compliance with the accessibility standards required hereunder, Vendor shall make commercially reasonable efforts to correct the underlying deficiency and the indemnity provisions of this Agreement shall apply.
- 21.8. 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.
- 21.9. 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.
- 21.10. 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 corrective 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](mailto:newsroom@citizensfla.com).
- 21.11. 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.

- 21.12. Modification of Terms. Except as otherwise provided for herein, this Agreement may only be modified or amended upon a mutual written contract amendment signed by Citizens and Vendor or as otherwise permitted by this Agreement. Vendor may not unilaterally modify the terms of this Agreement in any manner such as by affixing additional terms to any Deliverable (e.g., attachment or inclusion of standard preprinted 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 Service 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.
- 21.13. Assignments. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each Party, but only as permitted under this Agreement. Each Party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement. Vendor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under this Agreement without the prior written consent of Citizens. In the event of any assignment, 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. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Citizens.
- 21.14. Notice and Approval of Changes in Ownership. Because the award of this Agreement may have been predicated upon Vendor’s ownership structure, Vendor agrees that any transfer of a substantial interest in Vendor by any of its owners shall require Citizens’ prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of this Agreement, Vendor represents that it has no knowledge of any intent to transfer a substantial interest in Vendor. A substantial interest shall mean at least twenty-five percent (25%) of the voting shares or control over Vendor. This Section shall not apply to: (a) transfers occurring upon the incapacitation or death of an owner; (b) transfers associated with an initial public offering on a major stock exchange; or, (c) transfers to a company whose stock is publicly traded on a major stock exchange.
- 21.15. Assignment of Antitrust Claims. Vendor and Citizens recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the ultimate consumer. Therefore, Vendor hereby assigns to Citizens any and all claims under the antitrust laws of Florida or the United States for overcharges incurred in connection with this Agreement.
- 21.16. 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 or Citizens Data. 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.

- 21.17. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same Agreement. The Parties agree that a faxed or scanned signature may substitute for and have the same legal effect as the original signature.
- 21.18. Public Records Addendum ("Addendum"). Vendor agrees that the Addendum attached hereto is hereby incorporated into this Agreement in order to address the public posting of this Agreement and its disclosure to third parties.
- 21.19. Entire Agreement. This Agreement, and any exhibits, schedules and attachments hereto, set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous proposals, agreements or understandings with respect to the subject matter hereof.

***[Signature Page Follows]***

**IN WITNESS WHEREOF**, this Agreement has been duly executed by authorized representatives of the Parties.

**CITIZENS PROPERTY INSURANCE  
CORPORATION**

**VENDOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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Title

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Title

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Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

## EXHIBIT A – STATEMENT OF SERVICES

This Exhibit A –Statement of Services shall be incorporated in and governed by the terms of that certain Master Agreement for Software as a Service by and between **CITIZENS PROPERTY INSURANCE CORPORATION** (“Citizens”) and **[VENDOR NAME]** (“Vendor”) dated **[Effective Date]**, as amended (the “Agreement”). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in this Exhibit A shall prevail.

**ANY ADDITIONAL SERVICES AND SOLUTIONS PROPOSED AS PART OF ATTACHMENT D, QUESTIONNAIRE AND ATTACHMENT E, TECHNOLOGY QUESTIONNAIRE, AND ATTACHMENT F PRICE SHEET MAY BE ADDED HERE PRIOR TO CONTRACT SIGNATURE FOR ANY AWARDED VENDOR.**

Services Description. **TBD**

Start Date and End Date. **TBD**

Authorized Users. **TBD**

Storage Threshold(s). **TBD**

Services Fees and Compensation Schedule. **TBD**

Technical Support Description. Vendor will provide to Citizens telephone and email support (“Technical Support”) twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year. Technical Support will include any research and resolution activity performed by Vendor.

- a) Request for Technical Support. Authorized Users will make Technical Support requests by calling or emailing Vendor’s Technical Support staff or by submitting a request via Vendor’s customer service web portal. The Technical Support staff shall assign to the request the Problem Severity Level (as defined herein) indicated by the requestor.
- b) Problem Severity Levels 1 and 2 Response and Resolution. For Technical Support requests not made by telephone, within the Request Response Time of such a request, Vendor shall confirm to the requestor receipt of the request by Vendor. If a Problem Severity Level 1 or 2 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, Vendor will: (a) immediately escalate the request to Vendor’s management; (b) take and continue to take the actions which will most expeditiously resolve the request; (c) provide a hourly report to the requestor of the steps taken and to be taken to resolve the request, the progress to correct, and the estimated time of correction until the request is resolved; and, (d) every [Time Duration], provide increasing levels of technical expertise and Vendor management involvement in finding a solution to the request until it has been resolved.
- c) Problem Severity Levels 3 and 4 Response and Resolution. For Technical Support requests not made by telephone, within the Request Response Time of such a request, Vendor shall confirm to the requestor receipt of the request by Vendor. If a Problem Severity Level 3 or 4 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, at the sole election of requestor: (a) Vendor will work continuously to resolve the request; or, (b) requestor and Vendor will mutually agree upon a schedule within which to resolve the request.

Technical Support Problem Severity Levels

- a) Problem Severity Level 1.



- 1) Description. This Problem Severity Level is associated with: (a) Services, as a whole, are non-functional or are not accessible; (b) unauthorized exposure of all or part of Citizens Data; or, (c) loss or corruption of all or part of Citizens Data.
  - 2) Request Response Time. 30 minutes.
  - 3) Request Resolution Time. 2 hours.
- b) Problem Severity Level 2.
- 1) Description. This Problem Severity Level is associated with significant and / or ongoing interruption of an Authorized User's use of a critical function (as determined by the Authorized User) of the Services and for which no acceptable (as determined by the Authorized User) work-around is available.
  - 2) Request Response Time. 1 hour.
  - 3) Request Resolution Time. 4 hours.
- c) Problem Severity Level 3.
- 1) Description. This Problem Severity Level is associated with: (a) minor and / or limited interruption of an Authorized User's use of a non-critical function (as determined by the Authorized User) of the Services; or, (b) problems which are not included in Problem Severity Levels 1 or 2.
  - 2) Request Response Time. 8 hours.
  - 3) Request Resolution Time. 24 hours.
- d) Problem Severity Level 4.
- 1) Description. This Problem Severity Level is associated with: (a) general questions pertaining to the Services; or, (b) problems which are not included in Problem Severity Levels 1, 2, or 3.
  - 2) Request Response Time. 8 hours.
  - 3) Request Resolution Time. 48 hours.

Implementation Services and Deliverables. TBD

In addition, the following financial consequences shall also apply if Vendor fails to deliver the following Deliverables as specified in this Exhibit A.

<b>Deliverable</b>	<b>Description</b>	<b>Due Date</b>	<b>Financial Consequences if not met</b>
TBD	TBD	TBD	TBD

Customization / Integration Services. TBD

Training Services. TBD

Other Professional Services. TBD

Knowledge Transfer. TBD

Other Deliverables. TBD

In addition, the following financial consequences shall also apply if Vendor fails to deliver the following Deliverables as specified in this Exhibit A.

Deliverable	Description	Due Date	Financial Consequences if not met
TBD	TBD	TBD	TBD

Service Level Standards. To be updated pending Vendor Response and Negotiations

- a) Technical Support. Vendor will be available to provide Citizens telephone and email support (“Technical Support”) twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year. Technical Support will include any research and resolution activity performed by Vendor.
  - i) Where Technical Support fails to respond within the allotted time based on the Problem Severity Level or fails provide a resolution within the allotted resolution time based on the Problem Severity Level, Citizens shall be due a Service Credit in the amount of one (1%) percent of the monthly services fees.
- b) Recovery Point Objective. The maximum allowable threshold is the largest interval of time that may pass during a disruption of Services before the quantity of data lost during that period becomes unacceptable. The maximum allowable threshold will be two (2) hours for each instance.
  - i) Where the failure is less than the maximum allowable threshold of two (2) hours, no Service Credit will be due to Citizens.
  - ii) Where the failure is equal to or more than two (2) hours, Citizens shall be due a Services Credit in the amount of one (1%) percent of the fees for the month.

**ADDENDUM 1  
PUBLIC RECORDS ADDENDUM (“ADDENDUM”)**

Company Name (“Vendor”):
Agreement Name/Number (“Agreement”):
Primary Vendor Contact Name:
Telephone:
Email:

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](http://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](mailto: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 of the two declarations below.** If Vendor does not select one of the two declarations below, or if Vendor fails to provide the Redacted Agreement and Redaction Justification within thirty (30) 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>
<input type="checkbox"/> Vendor <b>WILL NOT SUBMIT</b> 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.
<b>Or</b>
<input type="checkbox"/> Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor <b>WILL SUBMIT</b> a Redacted Agreement and a Redaction Justification within thirty (30) 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.