

ATTACHMENT H

Standard Terms and Conditions for Risk and Control Compliance Management & Audit Management Software Applications

On September 1, 2015, Citizens issued Invitation to Negotiate No. 15-0017 for Risk and Control Compliance Management & Audit Management Software Applications (the "ITN"). Citizens expects to include the following terms and conditions in the Contract resulting from this solicitation. These terms and conditions may be negotiated during the Negotiations Phase.

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

1.1. **"Citizens Confidential Information"**: means all information, data and documentation, whether marked as confidential or not, developed or obtained by Vendor in the course of this Contract that is either:

a. Protected under any applicable state or federal law, including Chapter 119, Florida Statutes; Section 501.171, Florida Statutes; Section 627.351(6), Florida Statutes; Chapter 69O-128, Florida Administrative Code; and 15 U.S.C. § 6801 et seq.; or

b. Private information concerning Citizens' employees or policyholders (including social security numbers, personal health information, personal credit information, banking information, drivers' license numbers, personal email addresses, personal phone numbers, and home addresses); or

c. Related to any Citizens' manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, or any business, governmental and regulatory matters affecting Citizens.

Citizens Confidential Information does not include any information, data or documentation that: (i) is publicly available through no fault of Vendor or Vendor Staff; or (ii) Vendor would have obtained or developed independent of this Contract.

1.2. **"Deliverables"**: means the quantifiable, measurable and verifiable items required to be delivered to Citizens by Vendor under this Contract.

1.3. **"Services"**: means all services and Deliverables to be provided by Vendor to Citizens under this Contract. If any service or Deliverable is not specifically described in this Contract 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.

1.4. “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.

1.5. “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, shared with or delivered to Citizens by Vendor or Vendor Staff in the course of performing this Contract.

2. Service Requirements.

2.1. Description. Vendor shall provide the Services set forth on the Statement of Work dated MMM DD, YYYY, attached Exhibit [Exhibit to be negotiated].

2.2. Key Resources. Vendor shall provide the following key resources: [List all key resources, if any to be provided by Vendor]. Any alternative or substituted resources will require prior written approval by Citizens’ Contract Manager or designee.

2.3. Staff Qualifications. Vendor Staff shall have the following minimum qualifications: [List minimum qualifications of Vendor Staff.]

2.4. Background Investigations. Vendor shall conduct a criminal background check on all Vendor Staff prior to assigning them to perform Services and annually thereafter. All criminal background checks will be at Vendor’s expense and shall include but not be limited to: (a) state and federal felony convictions or pending adjudications; (b) state and federal misdemeanor convictions or pending adjudications; (c) any crimes in violation of the Violent Crime Control and Law Enforcement Act of 1995 or pending adjudications; and, (d) a seven (7) year minimum timeframe, extending as close as practicable to the date of assignment to perform Services.

2.4.1. Vendor will not allow any Vendor Staff that has been convicted of, pled guilty or nolo contendere (no contest) to, or has been found guilty of a felony, regardless of whether adjudication was withheld, to perform Services. If a Vendor Staff has been convicted of, pled guilty or nolo contendere (no contest) to, or has been found guilty of a misdemeanor, regardless of whether adjudication was withheld, then such person will be allowed to perform Services only upon disclosure to and prior written approval by Citizens’ Contract Manager or designee. Any Vendor Staff whose criminal background check indicates, to Citizens, conduct that demonstrates a lack of honesty or integrity, or otherwise demonstrates an inability to safely and reliably perform Services, will not be allowed to

perform Services.

2.4.2. Vendor shall conduct a background check that will verify the proposed Vendor Staff has met the minimum education, qualifications, or experience requirements as required by Citizens' Contract Manager or designee.

2.4.3. Vendor will comply with all requirements of the federal Fair Credit Reporting Act, including the provision to Vendor Staff of all required pre-notification and post-report notices. Vendor is responsible for any adverse action notices that may apply to its employment decisions.

2.5. 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.

2.5.1. 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.

2.5.2. 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.

3. Service Warranties and Standards.

3.1. General Warranty. Vendor warrants that the Services will be performed and delivered in a professional and workmanlike manner consistent with industry best practices. To this end, Vendor will undertake the following actions without additional consideration during the term of this Contract 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 warranties and covenants in this paragraph will extend to and bind Vendor's subcontractors, if any.

3.2. Ability to Perform. As of the Effective Date, Vendor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain or diminish Vendor's ability to perform the Services or satisfy its contractual obligations. During the term of this Agreement, Vendor shall notify Citizens of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its contractual obligations.

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

3.3.1. Removal and Replacement of Vendor Staff. Without limiting Citizens' other rights and remedies under this Contract, including suspension of Services and termination of this Contract, where any Vendor Staff fails to comport to any of the training or qualification requirements in this Contract or, in Citizens' determination, is unsuitable for the performance of the Services, Citizens has the right, at Citizens' sole election, to disallow such Vendor Staff from performing the Services. Upon Citizens' request, Vendor shall promptly provide qualified replacement Vendor Staff reasonably acceptable to Citizens.

4. Service Level Standards.

4.1. Description. In addition to all other requirements in this Contract, Vendor shall use reasonable and good faith efforts to meet the Service Level Standards set forth on the SLA worksheet on [Attachment R] to the ITN. To the extent a conflict exists between this Section [4] and the SLA worksheet, the SLA worksheet shall control.

4.2. Service Level Reporting. On a monthly basis, in arrears and no later than the fifteenth (15th) 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; provided, however, that the Subscriber Satisfaction Survey Service Level shall be conducted by Vendor each year on the anniversary of the Effective Date and the results shall be reported to Citizens by Vendor no later than the fifteenth (15th) calendar day of the subsequent month following such anniversary date. 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 under this Section; and (e) if requested, a rolling six-month Service Level 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 Levels. If Vendor fails to provide a report for a Service Level in the applicable timeframe, the Service Level shall be deemed to be completely failed for the purposes of calculating a Service Credit. Vendor shall, without charge, make Citizens' historical Service Level reports available to Citizens upon request.

4.3. 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 Credit 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 Contract. To the extent the underlying acts or omissions constitute an Event of Default under another section of this Contract, 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.

4.4. Termination for Repeated Failures. Citizens shall have, in addition to any other rights

and remedies under this Contract 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: (a) to such an extent that Citizens' ability, as solely determined by Citizens, to use the Services is materially disrupted, force majeure events excepted; or (b) for four (4) months out of any rolling twelve (12) month period.

4.5. 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 a force majeure provision in this Agreement. 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 for a month shall not excuse Vendor from accumulating data relevant to that Service Level for that month and reporting such data to Citizens as part of the reports required herein.

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

5. Deliverables and Work Product.

5.1. Deliverables. Each Deliverable must be delivered by Vendor to Citizens in the time and manner specified in this Agreement. Failure to do so will entitle Citizens to: (i) withhold any payment associated with the Deliverable until such delivery is made; and/or (ii) terminate this Agreement for cause in accordance with the notice and cure provisions set forth in Section [12.2] below. In addition, the following financial consequences shall apply if Vendor fails to deliver the following Deliverables as specified in this Agreement. [Deliverables and financial consequences to be negotiated].

5.2. Title to Work Product. With the exception of the Pre-Existing Materials described in Section [5.3], 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. Except as provided in the foregoing sentences, 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 provision shall survive the termination of this Contract.

5.3. Subscriber Data.

5.3.1. Ownership. Subscriber's data ("Subscriber Data," which shall also be known and treated by Vendor as Confidential Information) shall include: (a) Subscriber's data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use 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. Subscriber Data is and shall remain the sole and exclusive property of Subscriber and all right, title, and interest in the same is reserved by Subscriber. This Section shall survive the termination of this Agreement.

5.3.2. Service Provider Use of Subscriber Data. Vendor is provided a limited license to Subscriber Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Subscriber Data only to the extent necessary in the providing of the Services. Vendor shall: (a) keep and maintain Subscriber Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Subscriber Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, the applicable [Exhibit A], and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Subscriber Data for Vendor's own purposes or for the benefit of anyone other than Subscriber without Subscriber's prior written consent. This Section shall survive the termination of this Agreement.

5.3.3. Extraction of Subscriber Data. Vendor shall, within one (1) business day of Citizen's request, provide Citizens, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Vendor), an extract of the Subscriber Data in the format specified by Citizens.

5.3.4. Backup and Recovery of Subscriber Data. As a part of the Services, Vendor is responsible for maintaining a backup of Subscriber Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in [Exhibit A], Vendor shall maintain a contemporaneous backup of Subscriber Data that can be recovered within two (2) hours at any point in time. Additionally, Vendor shall store a backup of Subscriber Data in an off-site "hardened" facility no less than daily, maintaining the security of Subscriber Data, the security requirements of which are further described herein. Any backups of Subscriber Data shall not be considered in calculating storage used by Citizens.

5.3.5. Loss of Data. 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 Subscriber 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 Subscriber Data, Vendor shall, as applicable: (a) notify Citizens as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Citizens in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Citizens; (c) in the case of PII, at Citizen's 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 Subscriber's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless Subscriber 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 Subscriber 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 law, 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.

5.4. Pre-Existing Materials.

5.4.1. Citizens acknowledges that, in the course of performing the Services, Vendor may use materials, software, reports, routines, language, instructions, methods, techniques, trade secrets, patents or copyrights that have been previously developed 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 embody Pre-Existing Materials in the Work Product, Vendor must first obtain written approval from Citizens.

5.4.2. If and to the extent any Pre-Existing Materials of Vendor are embodied or reflected in the Work Product, Vendor hereby grants to Citizens the irrevocable, 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. The term of this license shall be the same as the term of this Agreement.

5.4.3. If and to the extent any Pre-Existing Materials of third parties are embodied or reflected in the Work Product or Services, Vendor shall disclose such fact to Citizens and shall secure for Citizens an irrevocable, non-exclusive, worldwide, royalty-free and fully paid-up right to use such Pre-Existing Materials. Vendor shall secure such right at its expense and prior to incorporating any such material into any Work Product or Services, and such right must include, if practicable, a right to: (a) copy, modify and create derivative

works; and, (b) sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. The term of the sublicense shall be the same as the term of this Contract. This subparagraph does not apply to standard office software (i.e., Microsoft Office).

5.4.4. The provisions of this Section shall survive the termination of this Contract.

5.5. License Grants. 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 the Vendor and other licensors of Pre-Existing materials.

5.6. Software Escrow Agreement. [To be negotiated, if applicable]

5.7. Software Viruses. Vendor 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 or the Work Product. If and when such a Virus is transferred to Citizens through the Services, Vendor shall reimburse Citizens for the actual cost incurred by Citizens to remove or recover from the Virus, including the allocable costs of Citizens' own employees.

6. Changes; Future Enhancements.

6.1. Citizens may unilaterally require changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of this Agreement. Citizens will make an equitable adjustment in this Agreement price or delivery date if the Change materially affects the cost or time of performance. 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 the 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.

6.2. Changes resulting in an increase to the Agreement price or a decrease in the Services must be evidenced by a formal amendment to this Agreement. All other Changes shall be evidenced by either a writing signed by the Contract Manager or designee of each Party or a formal amendment to this Agreement.

6.3. Where Vendor has introduced enhanced functionality of the product(s) or services used by Citizens hereunder ("Enhancements"), Citizens shall have the right to license, use and access the Enhancements, at no additional charge, with substantially the same rights, obligations and limitations as for the Services originally described herein. If Citizens elects to

use an Enhancement, the parties will cooperate in good faith with respect to the testing, customization, implementation, training and maintenance of the Enhancement and Citizens will pay Vendor for any reasonable charges for such activities.

6.4 Vendor shall not unreasonably 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 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.

7. Acceptance.

7.1. Acceptance Period. For all Services provided under this Agreement, Vendor grants to Citizens a [TBD] 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, 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 as expressly provided in this Contract.

7.2. Opportunity to Cure. Upon being advised of Citizens' rejection of the Services within the Acceptance Period, Vendor shall have thirty (30) days to cure any deficiency identified by Citizens. In the event Vendor is unable to cure said deficiency within this thirty (30) 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. This thirty (30) day cure period applies only to the failure to deliver Services as specified in this Contract and is a limited exception to the general cure period set forth in Section [12] of this Agreement.

7.3. Corrective Action Plan. At any stage during the thirty (30) day cure period provided above, Citizens may require Vendor to take the following actions:

- Perform a cause analysis to identify the cause of the deficiency;

- 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;
- Implement the Corrective Action Plan as approved by Citizens, and provide Citizens with satisfactory assurance that such deficiencies will not reoccur following the implementation of the Corrective Action Plan.

Completion of the cause analysis and implementation of the Corrective Action Plan must occur before the end of the thirty (30) day cure period, unless otherwise agreed to by Citizens in its sole discretion.

8. Compensation.

8.1. Maximum Compensation. Citizens’ obligation to pay Vendor for all Services and reimbursable expense under this Agreement shall not exceed a total dollar amount of [\$TBD]. Notwithstanding the foregoing, in the event of a State of Florida or federal government declared emergency or catastrophe, Citizens may authorize the purchase of Services in excess of the maximum compensation set forth in this section. Vendor acknowledges and agrees that the Services provided during such declared emergency or catastrophe will be paid at the same rates set forth in this Agreement.

8.2. Compensation Schedule. Vendor will be paid on a [Frequency of payment] basis for the Services accepted by Citizens in the preceding [Period or timeframe of performance] according to the following table: [TBD]. In addition, Vendor will be paid upon completion and acceptance of the following Deliverables: [TBD]

8.3. Changes in Number of Authorized Users. To the extent the Services are priced based on the number of Authorized Users, Citizens is entitled to increase or decrease the number of Authorized Users on an as-requested basis; provided, however, that Citizens shall maintain a minimum commitment of at least eighty percent (80%) of expected user levels set forth in the ITN. Should Citizens elect to change the number of Authorized Users, Vendor shall reduce or increase Authorized Users to the corresponding tier described above [TBD] and adjust the prospective Services Fees accordingly no later than five (5) business days from Citizens’ written request.

8.4. Changes in Data Storage Requirements. To the extent the Services are priced based on an allocation of data storage space, Vendor shall immediately notify Citizens when Citizens has reached eighty percent (80%) of Citizens’s 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 above [TBD].

8.5. Invoices. Vendor must timely submit all requests for compensation for Services or expenses, where permitted, in sufficient detail for a pre- or post-audit. Vendor shall also submit a copy, marked as duplicate, of the original, legible, signed, dated, page-numbered invoice to Citizens' Contract Manager or designee.

All invoices must be submitted to Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 [Alternative: on a weekly / monthly / quarterly / annual basis or in accordance with the Compensation Schedule] and must include, at a minimum, the following:

- Agreement/Contract number, if applicable;
- Purchase Order number, if applicable;
- Vendor's name and address;
- Vendor's Federal Employment Identification Number;
- Itemized services for which compensation is being sought;
- Invoice date;
- Services period;
- Citizens' Contract Manager's Name; and
- [Note: Add any other information that may be required on the invoice here, example if staff aug. agreement; position title, rate, number of hours and total should be included. If a Deliverables agreement – a copy of the written approval of the Deliverable should be included with the invoice.]

Citizens may require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under this Agreement and Vendor agrees that it will provide such information as reasonably requested by Citizens. Payment shall be due net thirty (30) days of Citizens' actual receipt of a complete and undisputed invoice. Where Citizens submits payment to Vendor net ten (10) days of Citizens' actual receipt of a complete and undisputed invoice, Citizens shall be entitled to reduce the invoiced amount by two-percent (2%) in consideration of Citizens' early payment. Where a submitted invoice is incomplete, such as not

containing the information described in this Section, Citizens will return the incomplete invoice to Vendor for correction within thirty (30) days of Citizens' actual receipt of such invoice. Where Citizens reasonably disputes any part of a complete invoice, such as the amount of the compensation request, Citizens shall pay any undisputed portion of the invoiced amount within (30) days of Citizens' actual receipt of the complete invoice and will describe the basis for the disputed portion of the invoiced amount. Where Vendor disagrees with Citizens dispute of any invoice, the Parties shall seek to resolve the dispute in accordance with the Dispute Resolution Process further described in this Agreement. In no case shall Citizens be subject to late payment interest charges where Vendor has submitted an incomplete invoice or where Citizens has reasonably disputed an invoice. Where Vendor fails to submit an invoice within twelve (12) calendar months of the Services for which compensation is being requested, Vendor acknowledges and agrees that any payment due for such Services is forfeited by Vendor for its failure to timely submit an invoice.

8.6. Travel-related Expenses. Vendor agrees to comply with Citizens' then-current Vendor Travel Reimbursement Guidelines. 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 Guidelines.

8.7. 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.

8.8. Offsets / Credits. Any amounts due to Citizens, such as a Service Credit, from Vendor may be applied by Citizens against any current or future fees due to Vendor. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) days following Citizens' request. This Section shall survive the termination of this Agreement.

8.9. 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 Contract 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.

9. Indemnification; Limitation of Liability.

9.1. 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 and employees (each, an "Indemnitee" and collectively, the "Indemnitees") from suits, actions, damages, liabilities, demands, claims, 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 an Indemnitee arising out of or relating to any act, error or omission, or misconduct of Vendor or Vendor Staff during the performance of this Agreement. The foregoing obligation applies, without limitation, to Claims arising out of or relating to: (a) a violation of federal, state, local, international, or other laws or regulations for the protection of persons or members of a protected class or category of persons; (b) sexual discrimination or harassment based upon any protected characteristic; (c) bodily injury (including death) or damage to tangible personal or real property; (d) breaches of any representations made by Vendor under this Contract; (e) any claim that any Work Product violates or infringes upon a trademark, copyright, patent, trade secret or intellectual property right; or (f) Vendor's failure to timely forward a public records request to Citizens for handling.

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.

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.

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.

The provisions of this Section shall survive the termination of this Contract.

9.2. Limitation of Liability. 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 CONTRACT; OR
- ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT IN EXCESS OF \$1,000,000.

THESE LIMITATIONS APPLY REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED IN CONTRACT, EQUITY, TORT, OR OTHERWISE. THESE LIMITATIONS SHALL NOT APPLY TO: (A) ANY OBLIGATION OF INDEMNIFICATION SET FORTH IN THIS CONTRACT; (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 CONTRACT OR (D) ANY CLAIM OR DAMAGE CAUSED BY VENDOR'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY SET FORTH IN THIS CONTRACT.

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

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

10. Insurance. During the term of this Agreement, Vendor (and its Implementation Partner, if a separate entity) will maintain at its sole expense the following insurance, purchased from an insurer licensed to transact business in the State of Florida:

- 10.1. Workers' Compensation policies which provide coverage for Vendor's employees or

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;

10.2. Commercial General Liability with minimum limits of \$1 million per occurrence (to include contractual liability on a blanket basis for liability assumed hereunder) and \$2 million in the aggregate; Citizens shall be named as additional insured in the Commercial General Liability policy;

10.3. Umbrella/Excess General Liability and Auto Liability insurance with minimum limits of \$4 million in the aggregate;

10.4. Automobile Liability with combined single limits of not less than \$1 million per accident;

10.5. Professional Liability (errors and omissions) with minimum limits of \$TBD million per occurrence and TBD million in the aggregate;

10.6. Business Interruption with coverage of not less than \$5 million.

10.7. Network Security Liability with Data Breach coverage limits of \$10 million each claim/\$10 million aggregate.

10.8. Required Subcontractor Insurance Coverage. Any subcontractor of Vendor shall provide insurance as follows:

10.8.1. Workers' Compensation – Statutorily required amount;

10.8.2. Commercial General Liability – \$1 million per occurrence and \$2 million aggregate; and

10.8.3. Commercial Automobile – \$1 million per accident.

10.8.4. Any subcontractor providing a majority of the Services on behalf of Vendor shall provide additional insurance as follows:

10.8.4.1. Excess Liability (i.e., Umbrella) – \$2.5 million;

10.8.4.2. Professional Indemnity (i.e., Errors and Omissions) – \$1 million per occurrence and \$2.5 million aggregate; and

10.8.4.3. Business Interruption – \$2.5 million.

10.9. Upon execution of this Contract, Vendor must provide to Citizens a current in-force certificate of insurance evidencing the above coverage limits and subsequent certificates prior to their expiration. Vendor further agrees that it will maintain insurance to cover any indemnity obligation that it has assumed under this Agreement. All policies will include provisions that the insurers waive the rights of recovery or subrogation against Citizens. Citizens shall be exempt

from, and in no way liable for, any sum of money which may represent a deductible in any of the aforementioned insurance policies. The payment of such deductible shall be the sole responsibility of Vendor. Unless otherwise agreed in writing by the Contract Administrator, all policies shall require ninety (90) calendar days prior written notice to Citizens of cancellation or change in any coverage.

11. Contract Administration.

11.1. Contract Administrator. Citizens shall name a Contract Administrator during the term of this Contract whose responsibility shall be to maintain this Contract. All legal notices and contractual documents shall be sent to the Contract Administrator in addition to the Citizens Contract Manager named below. As of the Effective Date, the Contract Administrator is: [TBD].

11.2. 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 obligations pursuant to the terms of this Agreement. As of the Effective Date, Citizens' and Vendor's Contract Managers are as follows: [TBD].

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

11.3. Monitoring of Services. Vendor shall continuously monitor and record its performance to ensure it meets or exceeds all contractual standards and requirements in this Agreement.

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, third-party independent verification and validation (IV&V) services, and a review of any other areas reasonably necessary.

Each party will provide the other with reasonable support and assistance for these contract monitoring activities. Each party will bear its own expenses in connection with these contract monitoring activities.

11.4. 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) days after Citizens provides the suspension notice,

or any longer period agreed to by Vendor, Citizens shall either: (1) issue a notice authorizing resumption of the Services, at which time the Services shall resume; or (2) exercise its right under Section [12.1] to terminate this Agreement 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.

12. Contract Termination; Transition Assistance.

12.1. Termination without Cause. By thirty (30) days advance written notice, Citizens may terminate this Contract 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) 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 Services not terminated. Vendor shall be entitled to payment for Services satisfactorily performed through the Termination Date and a one-time early termination fee equal to \$ [TBD, not to exceed \$100,000] to compensate Vendor for its start-up expenses and third-party contractual liabilities. Vendor shall not be entitled to recover any other 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.

12.2. Termination for Cause. Either Party may terminate this Agreement if the other Party fails to honor its material obligations under this Agreement. Unless otherwise provided herein, before terminating this Agreement, the Party that believes the other Party is failing to comply with this Contract shall notify the other Party, in writing, of the nature of the failure to perform and provide a reasonable time certain for correcting the failure (such time should not generally be less than thirty (30) days from receipt of the notice). If the other Party does not correct its failure to perform within the time provided, and its failure is not legally excusable, the Party claiming failure to perform may thereafter notify the other Party, in writing, that it considers the other Party in default and may terminate this Agreement and pursue any remedies allowed in law or equity. Instead of terminating this Agreement in whole, Citizens may elect to terminate this Agreement in part, in which case Vendor shall continue to provide Services on any Services 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 [12.1].

12.3. Return of Subscriber Data. Upon the termination of this Agreement or [Exhibit A], Vendor shall, within one (1) business day following the termination of this Agreement or [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 Subscriber Data in the format specified by Citizens. Further, Vendor shall certify to Citizens the destruction of any Subscriber Data within the possession or control of Vendor but such destruction shall occur only after the Subscriber Data has been returned to Citizens. This Section shall survive the termination of this Agreement.

12.4. Transition Assistance. At any time prior to the date this Contract expires or terminates for any reason (the "Termination Date"), Citizens may request Vendor to provide transition assistance services ("Transition Assistance"). Vendor shall provide such Transition Assistance until Citizens notifies Vendor that Citizens no longer requires such Transition Assistance, which shall in no event be more than one-hundred and eighty (180) days following the Termination Date.

Transition Assistance shall mean any transition services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a vendor are fully transitioned in a smooth and efficient manner to the purchaser or to a successor vendor. Transition Assistance includes the development and implementation of a detailed transition plan, if requested. To the extent the Transition Assistance 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.

13. Disputes.

13.1. Dispute Resolution Process. Vendor acknowledges that Citizens is not an agency for purposes of the Florida Administrative Procedure Act, Chapter 120, Florida Statutes. Prior to commencing any litigation relating to this Agreement, the Parties agree that they will attempt to resolve any dispute through non-binding mediation. The Parties agree that, if a disagreement arises as to the terms or enforcement of any provision of this Agreement, each Party shall in good faith attempt to resolve the disagreement prior to the filing of a lawsuit or commencing a

legal action. Vendor acknowledges that any dispute or disagreement under this Agreement relating to Citizens Confidential Information shall not be subject to this Provision.

13.2. Jurisdiction and Venue; Waiver of Jury Trial. This Contract 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 Contract, 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.

13.3. Attorneys' Fees and Costs. In any arbitration, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing party shall pay the prevailing party's costs and expenses, including but not limited to, reasonable attorneys' fees.

13.3. 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.

13.4. Survival. The provisions of this Section shall survive the termination of this Agreement.

14. Records; Audits.

14.1. Vendor's Records. Vendor shall retain all records relating to this Agreement for the longer of: (a) three (3) years after the termination of this Agreement or, (b) the period required by the General Records Schedules maintained by Citizens' Records Management. Citizens' follows the GS1-SL state schedule for records retention. The foregoing obligation of Vendor shall survive the termination of this Agreement. For the term of this Agreement, upon Citizens' written request, Service Provider shall provide Citizens with a copy of its annual American Institute of Certified Public Accountants Service Organization Control (SOC) 1 type 2 report and SOC 2 type 2 report (for all Trust Services Principles).

14.2. Right to Audit Records. Citizens, and other government entities as required by law such as the State of Florida Auditor General, shall have reasonable access to Vendor's facilities and the right to review and audit any of Vendor's records related solely to this Agreement, upon written notice to Vendor of at least three (3) business days. Vendor shall not unreasonably delay or inhibit Citizens' right to audit as set forth in this section. Vendor shall cooperate with auditor(s), providing requested documentation in a timely manner (preferably within five (5)

business days). Vendor must resolve any deficiencies discovered during the audit within ninety (90) calendar days from being reported. Citizens may extend the response time period. Citizens has the right to conduct follow-up audit procedures to assess Vendor's corrective action(s). Any entity auditing 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 agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor's compliance with this Agreement which results 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.

14.3. Public Records. Vendor acknowledges that Citizens is subject to Chapter 119, Florida Statutes, and Section 627.351(6)(j), Florida Statutes; therefore, any information provided to Citizens or maintained by Vendor in connection with this Contract may fall within the disclosure requirements of Chapter 119, Florida Statutes. 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 provisions of Section 119.07(1), Florida Statutes, and Section 24(a), Article I of the State Constitution. Vendor must clearly label and mark each page or section of information provided to Citizens in connection with this Contract that it considers proprietary information or otherwise confidential or exempt from Chapter 119, Florida Statutes and Section 24(a), Article I., State Constitution ("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, or electronically. The Parties agree (to the extent permitted by law) that 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 Chapter 119, Florida Statutes, then Vendor shall be solely responsible for defending its position, or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for Citizens to defend or justify Vendor's position. Vendor also agrees to indemnify and hold harmless any Citizens Indemnitee for any Claims, including attorneys' fees, costs, and expenses incidental thereto, incurred by Citizens

in connection with this section.

If Vendor receives a PRR that is in any way related to this Contract, Vendor agrees to immediately notify Citizens' Custodian of Records and forward the PRR to Citizens' Custodian of Records for logging and processing. Citizens' Custodian of Records' email address is: Recordsrequest@citizensfla.com. Citizens shall be the Party responsible for coordinating the response and production to the PRR. Vendor shall communicate with Citizens to determine whether requested information is confidential and/or exempt from public records disclosure requirements. Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Chapter 119, Florida Statutes.

Without limiting Citizens' other rights of termination as further described in this Contract, Citizens may unilaterally terminate this Contract for refusal by Vendor to comply with this section by not allowing public access to all documents, papers, letters, emails, or other material made or received by Vendor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07 (1), Florida Statutes.

14.4. Extraction of Citizens Data. Vendor shall, within one (1) business day of Citizens' request, provide Citizens, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Vendor), an extract of any and all Citizens' data stored by Vendor, in the format reasonably specified by Citizens.

14.5. Survival. The provisions of this Section shall survive the termination of this Contract.

15. Security and Confidentiality.

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

15.2. Implementation of NIST 800-53 Controls. 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.

15.3. Audit by Service Provider. No less than annually, Vendor shall conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to Citizens.

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

15.5. Data Storage. Except as permitted in writing by Citizens' Contract Manager, Vendor and Vendor Staff shall not store Citizens Confidential Information on USB flash drives, CDs, or portable disk drives.

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

15.7. 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 the materials are being used).

15.8. Labeling of 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 person viewing or receiving the information understands that the information is confidential.

15.9. 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.

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

15.11. Disposal of Confidential Information Materials. The disposal of all 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).

15.12. Authority to Disclose Confidential Information to Others. Vendor acknowledges and

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

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

15.14. Return of Confidential Information. During the term of this Agreement upon Citizens' written request or within five (5) calendar days from the date of 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.

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

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

15.17. Review of Security and Confidentiality Practices. As provided In Section [11.3] of this Contract, Citizens may conduct on-site visits, compliance reviews and other contract monitoring activities to ensure that Citizens Confidential Information is being properly handled and protected. In lieu of an on-site audit, upon request by Citizens, Vendor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by Citizens regarding vendor's data privacy and information security program. Citizens reserves the right, at its sole election, to immediately terminate this Agreement or [Exhibit A] without limitation and without liability if Citizens reasonably determines that Vendor fails or has failed to meet its obligations under this Section.

15.17. Survival. The provisions of this Section shall survive the termination of this Contract.

16. Miscellaneous.

16.1. 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 [written number] ([numeral] days of execution of the Contract, 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 15th during the term of this Contract.

16.2. 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.

16.3. Vendor Conflicts of Interests. Vendor, and all principals in its business, must execute Conflict of Interest Forms 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 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.

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

16.5. 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.

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

16.7. 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.

16.8. Severability. If a court deems any provision of this Contract 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.

16.9. Headings. The sections and headings herein contained are for the purposes of identification only, and shall not be considered as controlling in construing this Contract.

16.10. Publicity; Use of Names and Logos. Without the prior written consent of Citizens, Vendor and Vendor Staff shall not publish or use Citizens' name, logo, or symbols from which Citizens' name may be reasonably inferred or implied. This includes using Citizens' name, logo or symbol in any research, solicitations, advertisements, promotions, or any other publicity matter relating directly or indirectly to this Contract. Additionally, without the prior written consent of Citizens, Vendor shall not disclose the existence of this Contract, and shall not use this Contract for marketing or business reference purposes.

16.11. No Waiver. The delay or failure by a Party to exercise or enforce any of its rights under this Contract 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.

16.12. Entire Agreement. This Agreement, and any exhibits, schedules and attachments

hereto, sets 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. Notwithstanding the above, the representations and warranties in the Vendor's response to the Solicitation are hereby incorporated into this Contract and reaffirmed by Vendor.

16.13. Modification of Terms. This Agreement may only be modified or amended upon mutual written contract of 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 Contract. 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.

16.14. Assignments. This Agreement shall inure to the benefits 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.

16.15. Notice and Approval of Changes in Ownership. Because the award of this Contract 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.

16.16. 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 Contract.

16.17. Force Majeure. Neither Party shall be responsible for delays in performance if the cause of the delay was beyond that Party's reasonable control (or the control of its employees, subcontractors or agents). To be excused from a delay in delivering a Service, Vendor must notify Citizens in writing of the delay and describe the cause of the delay within five (5) calendar days after the date Vendor knew or should have known that the delay would occur. If the delay is justified, 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 will significantly impair the value of this Contract 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 an increase in this Agreement price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays, disruptions, interferences, or hindrances.

This Section may not be invoked to excuse or delay Vendor's compliance with its obligations to protect, backup and restore Citizens' data. In no event shall any of the following constitute a Force Majeure event: (a) failure, inadequate performance, or unavailability of Vendor's subcontractors, if any; or, (b) configuration changes, other changes, viruses, or other errors or omissions introduced, or permitted to be introduced, by Vendor that result in an outage or inability for Citizens to access or use the Services.

16.18. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.