



ATTACHMENT G -
CITIZENS STANDARD TERMS AND CONDITIONS
FOR UNIFIED COMMUNICATIONS AS A SERVICE AND
CONTACT CENTER AS A SERVICE

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 during the Negotiation Phase of the ITN.

1. **Definitions.** The following terms shall have the following meanings and their definitions shall apply and prevail over any other definitions for the defined terms.
 - 1.1. "Agreement" means the Agreement, any exhibits, schedules, attachments, addenda, and amendments thereto, including this Amendment.
 - 1.2. "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) is 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, litigation, 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.
 - 1.3. "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 ("PII") 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.

- 1.4. "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under the Agreement.
- 1.4. "Effective Date" means the date on which the last Party executes this Amendment.
- 1.5. "Documentation" means product specifications, operation manuals, user guides, and other related information and documentation, including any Services descriptions, whether in print or electronic form, provided to Citizens for use with the Services or any component thereof, including all updates, revisions, or additions thereto.
- 1.6. "Electronic Person" means any computer-based system capable of making smart autonomous decisions or otherwise interacting with the software independently.
- 1.7. "Enhancements" means all modifications, patches, updates, upgrades, improvements, new releases, revisions, corrections and versions to the Services, no matter how numbered or named.
- 1.8. "Service Credit," as further described in Exhibit A, means the amount of liquidated damages due to Citizens in the case that Vendor does not meet the associated Service Level Standard.
- 1.9. "Services" means all services and Deliverables to be provided by Vendor to Citizens under the Agreement, as further set forth in Exhibit A, including certain hosted software and all other services necessary for productive use of such software including user identification and password change management, data import / export, monitoring, technical support, Enhancements, backup and recovery, and change management. If any service or Deliverable is not specifically described in the Agreement 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.
- 1.10. "RPA Bot" means robotic process automation ("RPA") tools that perform "if, then, else" statements on structured data, typically using a combination of user interface interactions or by connecting to application program interfaces to drive client computing platforms or processes.
- 1.11. "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.
- 1.12. "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 the Agreement and shared with or delivered to Citizens by Vendor or Vendor Staff in the course of performing the Agreement.

2. Term and Renewals.

- 2.1. Term of Agreement. The Agreement shall commence on the Effective Date and, unless terminated as provided for herein, shall continue for five (5) years.

2.2. Renewals. The Agreement may be renewed for an optional three (3) year renewal term, followed by an optional two (2) year renewal term either: (a) by Citizens, at its discretion upon twenty-one (21) calendar days prior written notice to Vendor; or, (b) by mutual written agreement of the Parties. Renewals shall be subject to the same terms and conditions set forth in the Agreement at the time of renewal, including any amendments signed by the Parties.

3. Services. As further described in Exhibit A, Vendor shall provide the following Services.

3.1. Authorized Users; Authorized Uses. Unless otherwise limited in Exhibit A, Vendor grants Citizens a renewable, irrevocable (unless as provided for herein), nonexclusive, royalty-free, and worldwide right for any Citizens' agent, auditor, contractor, Electronic Person, employee, process, policyholder, RPA Bot, system, vendor, or any other individual, entity, system, or process authorized by Citizens, (each, an "Authorized User") to access and use the Services, including as follows:

3.1.1. using the Services for any legitimate business purpose regardless of such use being described or not described in the Documentation so long as Citizens is otherwise compliant with the Agreement;

3.1.2. interacting with the functionality of the Services for storing, processing, and accessing Citizens Data, and otherwise receiving benefit of the Services through such interaction;

3.1.3. using the Services interfaced with any process or system that Citizens now uses or may hereafter use;

3.1.4. using the Services without regard to the method of access, such as through a web browser, mobile application, remote desktop, or similar interface form on any compatible computing device, owned or operated by or on behalf of Citizens or an Authorized User; and,

3.1.5. using and copying the Documentation as necessary to support Citizens' use of the Services including incorporating elements of the Documentation into any training or reference materials used by Citizens, provided that the copyright notices and other proprietary rights legends of Vendor are included on each copy, or any portion thereof, of the Documentation contained in any such training or reference materials.

3.2. Changes in Number of Authorized Users. Citizens agrees to subscribe the initial number of Authorized Users described in 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 agrees to maintain the Minimum Commitment unless the Parties otherwise agree to adjust the Minimum Commitment through an amendment to Exhibit A. Unless otherwise provided for in Exhibit A and subject to the Minimum Commitment, if Citizens elects to change the number of Authorized Users, Vendor shall reduce or increase the number of Authorized Users and adjust the Services Fees accordingly no later than five (5) business days from Citizens' written request via a formal amendment. Citizens shall also be entitled without charge to exchange one Authorized User for another as often as necessary for Citizens' business purposes.

3.3. Control and Location of Services. The method and means of delivering 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 Exhibit A, the Services shall be provided solely from within the continental United States and on computing, network, and data storage devices residing therein.

- 3.3.1. Subcontractors. Within thirty (30) calendar days following the Effective Date, Vendor shall provide Citizens with a list of all subcontractors used by Vendor in delivering the Services. Vendor shall not enter into any additional subcontracts for the delivery of the Services or assign or transfer any of its rights or obligations under the 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 delivery of any of the Services shall not relieve Vendor of any of its duties or obligations under the Agreement, and Vendor shall indemnify and hold Citizens harmless from any payment required to be paid to any such subcontractors.
- 3.3.2. Offensive or Disparaging Content. Where the Services or any web-based services used in delivering the Services contain offensive content or portray Citizens in a disparaging way, as solely determined by Citizens, Vendor shall immediately remove the offensive or disparaging content. In the case that Vendor fails to immediately remove the offensive or disparaging content, Citizens shall have the right, at Citizens' sole election, to immediately terminate the Agreement, in whole or in part, and be entitled to a return of any prepaid Services Fees.
- 3.4. Storage. The Services shall include the applicable allocation of base data storage described in Exhibit A. Vendor shall immediately notify Citizens when Citizens has reached eighty percent (80%) of Citizens' then-current data storage maximum. Within twenty-four (24) hours of Citizens' request, Vendor shall make additional data storage available to Citizens at the rates described in Exhibit A.
- 3.5. 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 without additional charge such as refreshing Citizens Data upon request.
- 3.6. Documentation. Vendor represents that the Services descriptions and the Documentation referenced in Exhibit A accurately and reasonably describe the functionality and features of the Services as of the Effective Date. 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 the access and use of the Services
- 3.7. Changes in Functionality. Where Vendor materially diminishes functionality in any part of the Services, Citizens shall have the right, in addition to any other rights and remedies available under the Agreement, at law, or in equity, at Citizens' sole election: (a) to immediately terminate the Agreement, in whole or in part; (b) to a return of any prepaid Services Fees associated with the diminished functionality; or, (c) in the case that Vendor has introduced the diminished functionality into other

services offered by Vendor, to access and use such other services at no additional charge, with the same rights, obligations, and limitations as for the Services.

- 3.8. 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 or the Agreement.
- 3.9. Agile Delivery of Implementation Services. Project requirements and work schedules of Citizens may evolve and, therefore, Vendor will be expected to deliver 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 contemporaneous and retrospective 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 Exhibit A and may be adjusted in accordance with Section [7.] Changes of this Amendment.
- 3.10. Process and System Requirements. Within thirty (30) calendar days of the Effective Date, 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 deliver the 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.
- 3.11. Vendor Staff Qualifications and Removal. All Vendor Staff shall be properly trained and qualified to deliver any professional Services, such as 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: (a) lacks the proper training or qualifications to deliver the Services; or, (b) is lacking in honesty or integrity, then Vendor will not allow that person to deliver the Services. Further, if Citizens determines that a Vendor Staff member is unsuitable for his/her role under the 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.
- 3.12. 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 a certification of compliance with the permitted number of Authorized Users described in 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(s) specified in Exhibit A so as to be in compliance with the permitted number of Authorized Users.

4. Services Standards and Service Levels.

- 4.1. General Services Standards. In addition to all other requirements in the Agreement, Vendor shall use reasonable and good faith efforts to meet the Service Level Standards set forth in Exhibit A. Further, without limiting Vendor's other warranties described herein, where the Vendor shall be providing any professional Services, such as Implementation Services or Training Services, Vendor will undertake the following actions without additional consideration during the term of the 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 service standards in this Subsection will extend to and bind Vendor's subcontractors, if any.
- 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 fulfilled and met. Citizens may conduct programmatic and other administrative contract monitoring during the term of the Agreement to monitor and measure the performance of Vendor and the delivery of Services. Such monitoring may include on-site visits, report reviews, invoice reviews, compliance reviews, and a review of any other areas that Citizens determines is 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.
- 4.4. Reports. On a monthly basis in arrears during the term of the Agreement, Vendor shall provide a report to Citizens describing the delivery of the Services as compared to the Service Level Standards. The report shall contain no less than the following information: (a) actual delivery 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; and, (d) any Service Credit due to Citizens. Vendor and Citizens will meet as often as reasonably requested by Citizens, but no less than monthly, to review Vendor's delivery performance as it relates to the Service Level Standards. If Vendor fails to provide a monthly report for a Service Level Standard, the Service Level Standard shall be deemed to be completely failed for the purposes of calculating a Service Credit.
- 4.5. 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 Credit will be issued: (a) on Vendor's next invoice to Citizens for the Services; or, (b) where no amounts remain due to Vendor for the term of the Agreement, Vendor shall issue the Service Credit as a payment to Citizens within thirty (30) calendar days of the determination of the Service Credit. A Service Credit is intended only to cover the diminished or unobtained value of a Service that is delivered to Citizens and the acceptance of a Service Credit by Citizens does not waive Citizens' right to pursue other remedial actions or claims under the Agreement. To the extent the underlying acts or omissions constitute an event of

default under any other provisions of the Agreement, Citizens may declare an event of default under that provision. 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 to Citizens.

- 4.6. Termination for Repeated Failures. Citizens shall have, in addition to any other rights and remedies available under the Agreement, at law, or in equity, the right to immediately terminate the Agreement, in whole or in part, and be entitled to a return of any prepaid Services Fees where Vendor fails to meet any Service Level Standard for three (3) months out of any rolling twelve (12) month period.
- 4.7. Audit of Service Levels. No more than annually, 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 Service Credit. Where it is determined that any Service Credit was due to Citizens but, as the case may be, has not yet otherwise been applied or paid, Vendor shall immediately owe to Citizens the applicable Service Credit.

5. Support; Maintenance; Additional Services.

- 5.1. Technical Support. Vendor shall provide the Technical Support described in Exhibit A. The Services Fees shall be inclusive of the fees for the Technical Support.
- 5.2. Maintenance. Vendor shall provide bug fixes, corrections, and Enhancements 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 is 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 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 Google Chrome, Microsoft Edge, Microsoft Internet Explorer, and Mozilla Firefox 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 days' 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 five (5) 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: (a) not introduce such rejected maintenance changes into production; or, (b) provide the capability for Citizens to “opt out” of the rejected maintenance changes while still being able to utilize the accepted maintenance changes. 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 a production environment.

- 5.3. Implementation Services. Vendor shall provide the Implementation Services, if any, described in Exhibit A. The Services Fees for any Implementation Services shall be described in Exhibit A.
- 5.4. Training Services. Vendor shall provide the Training Services, if any, described in Exhibit A. The Services Fees for any Training Services shall be described in Exhibit A.

6. Deliverables and Work Product.

- 6.1. Deliverables and Financial Consequences. Where 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 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 the Agreement, in whole or in part, for cause subject to the notice and cure provisions set forth in Subsection [16.5.] Termination for Cause of this Amendment.
- 6.2. Title to Work Product. With the exception of the Pre-Existing Materials described in Subsection [6.3.] Pre-Existing Materials of this Amendment, 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 Subsection shall survive the termination of the Agreement or any terminated part thereof.
- 6.3. Pre-Existing Materials.
 - 6.3.1. Citizens acknowledges that, in the course of delivering 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 or has embedded Pre-Existing Materials in the Work Product or Services, Vendor must first obtain written approval from Citizens.

- 6.3.2. 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.
- 6.3.3. 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 Subsection does not apply to standard office software (for example, Microsoft Office).
- 6.3.4. If and to the extent any Pre-Existing Materials of third parties are embedded or incorporated in the Services, Vendor agrees that: (a) any license of the Pre-Existing Materials between Vendor and any third parties shall not impose any additional restrictions on Citizens' use of the Services; (b) any license of the Pre-Existing Materials between Vendor and any third parties shall not negate or amend the rights granted by Vendor to Citizens or the obligations undertaken by Vendor under the Agreement with respect to the Services; (c) it shall pass through to Citizens all warranties and indemnities provided by any third-party for the Pre-Existing Materials and will reasonably cooperate with Citizens in enforcing them; (d) the Pre-Existing Materials shall be subject to all warranties, indemnities, and other requirements of the Agreement; (e) it warrants that the Pre-Existing Materials are in compliance with any associated open-source licenses and that Citizens shall not be required to disclose any Citizens source code for any use of the Services permitted under the Agreement; and, (f) any open-source license terms for the Pre-Existing Materials incorporated as a part of the Agreement shall take precedence over the Agreement to the extent that the Agreement imposes greater restrictions on Citizens than the applicable open-source license terms.

- 6.4. The provisions of this Section shall survive the termination of the Agreement or any terminated part thereof.

7. Changes.

- 7.1. 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 the 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 delivering 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.
- 7.2. 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 the Agreement provided that some Changes may be effected through the Change process described in Subsection [7.1.] Change Process of this Amendment. 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 the Agreement.

8. Acceptance.

- 8.1. Acceptance of Implementation Services. For all Implementation Services, if any, provided under 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 as expressly provided in the Agreement.
- 8.1.1. 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 the Agreement, in whole or in part, for cause and pursue any other rights and remedies available at law or in equity.
- 8.2. Acceptance of Production Services. Notwithstanding anything to the contrary and excluding acceptance of and payment for any professional Services, such as Implementation Services or Training Services, Citizens shall not be responsible for payment of any Services fees until: (a) all setup and initialization activities are complete; (b) the Services have been turned over to Citizens; and, (c) Citizens has accepted the Services as ready for production use. For the purposes of this Subsection, acceptance by Citizens means that testing has been performed by Citizens in order to demonstrate that the Services comply with the Documentation and comply with any startup and initialization specifications described in Exhibit A.

Such testing shall be completed in accordance with the timetable set forth in Exhibit A.

9. Compensation.

- 9.1. Maximum Compensation and Budget Requirement. Citizens' obligation to pay Vendor for all Services accepted and reimbursable expenses under the Agreement: (a) shall not exceed a total dollar amount of **[\$DOLLAR AMOUNT]**; and, (b) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis.
- 9.2. Services Fees and Compensation Schedule. Vendor will be paid for the Services in accordance with the Services Fees and Compensation Schedule described in Exhibit A and, as applicable, Section [8.] Acceptance of this Amendment.
- 9.3. Payments Upon Termination. Upon the termination of the Agreement, 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 a Service Credit or prepaid Services Fees, if any.
- 9.4. Invoices. All compensation requests for the Services or travel-related expenses, where permitted, must be in accordance with this Subsection and submitted to the attention of Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 with a copy to Citizens' Contract Manager or designee as identified in Subsection [19.2.] Contract Managers of this Amendment. Such compensation requests, in the form of an invoice, must: (a) be timely submitted to Citizens to be eligible for payment; (b) be in accordance with the Compensation Schedule described in Exhibit A; (c) be legible; (d) be in sufficient detail for a pre- or post-audit; (e) be page-numbered, (f) be in US dollars; (g) be signed by Vendor's Contract Manager or other authorized representative of Vendor; and, (h) include, at a minimum, the following: (1) unique invoice number; (2) invoice date; (3) as applicable, Citizens purchase order number, Agreement number, and/or task order number; (4) Vendor's name, address, and phone number (and remittance address, if different); (5) Vendor's Federal Employment Identification Number; (6) Citizens' Contract Manager's name; (7) Services period; (8) itemized Services for which compensation is being sought; and, (9) taxes listed separately, if applicable (see Subsection [9.9.] Taxes of this Amendment).
- 9.5. Payment Processing. Citizens may require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under the 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 Subsection [18.1.] Dispute Resolution

Process of this Amendment. 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.

- 9.6. Travel-related Expenses. Where 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.
- 9.7. No Additional Charges. Except for the compensation described in the Compensation Schedule and travel-related expenses, where 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.
- 9.8. 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.
- 9.9. 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 the 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.
- 9.10. Billing Reviews by Third-Parties. For purposes of determining the competitiveness and appropriateness of any fees charged to Citizens by Vendor hereunder, Citizens is entitled to disclose to a third-party the Agreement and any other data pertaining to any fees paid or payable by Citizens to Vendor.

10. Non-Disclosure of Citizens Confidential Information

- 10.1. 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 the Agreement; (c) 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 the Agreement; (d) be solely responsible for informing any Vendor Staff with access to Citizens Confidential

Information of the provisions of the Agreement and to be responsible for any acts of those individuals that violate such provisions; (e) provide Vendor Staff having access to Citizens Confidential Information with work environments that protect against inadvertent disclosure to others; (f) 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, (g) 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 the Agreement and to cooperate with Citizens in seeking injunctive or other equitable relief against any such individual. Nothing in this Agreement prohibits a Vendor from disclosing information relevant to the performance of the Agreement to members or staff of the Florida Senate or the Florida House of Representatives.

- 10.2. 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).
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. Return of Citizens Confidential Information. Upon Citizens' request during the term of the Agreement or upon the expiration or termination of the Agreement, in whole or in part, 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.
- 10.7. 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).
- 10.8. 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 Manager in writing of such inability.
- 10.9. Remedies. Vendor acknowledges that any anticipatory, threatened, or actual breach of Vendor's obligations under this Section 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 anticipatory, threatened, or actual breach of any of the provisions of this Section, in addition to pursuing any other rights or remedies under the Agreement or available at law or in equity, including, the immediate termination, at Citizens' sole election and without penalty to Citizens, of the Agreement, in whole or in part.

10.10. The provisions of this Section shall survive the termination of the Agreement or any terminated part thereof.

11. Information Security and Data Privacy.

11.1. Citizens Data.

11.1.1. 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.

11.1.2. 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 delivering 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 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.

11.1.3. Extraction of Citizens Data. During the term of the Agreement, Vendor shall, within five (5) business days of Citizens' request, deliver to Citizens, without any charge, conditions, or contingencies whatsoever (including but not limited to the payment of any fees or amounts due to Vendor), an extract of Citizens Data, in the format reasonably specified by Citizens, including any non-structured data (for example, images, audio or video files, word processing, spreadsheet or presentation files, text files, or attachments) in its native format. As a part of delivering the extract, Vendor shall also deliver to Citizens any applicable document on structure and access management settings to Citizens Data.

11.1.4. 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 in this Section. Any backups of Citizens Data shall not be considered in calculating any storage used by Citizens.

11.2. Security and Confidentiality of Citizens Data.

11.2.1. 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 that Citizens Data is encrypted in transmission (including via web-based interface) and at rest within the Services environment; (f) ensure the availability of Citizens Data; and, (g) ensure the proper disposal of Citizens Data. Vendor acknowledges and agrees that it is subject to Section 501.171, Florida Statutes and other applicable laws and regulations related to information security and data privacy of Citizens Data.

- 11.2.2. 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.
- 11.2.3. Audit of Vendor's Privacy and Security Controls.
 - 11.2.3.1. Audit Reports. For each calendar year during the term of the Agreement, upon sixty (60) calendar days of report 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.
 - 11.2.3.2. 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 the 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 controls.
 - 11.2.3.3. Audit Findings. Vendor shall implement any required safeguards as identified by Citizens or by any audit of Vendor's privacy and security controls.
 - 11.2.3.4. Citizens' Right to Termination for Deficiencies. Citizens shall have the right, at its sole election, to immediately terminate the Agreement, in whole or in part, if Citizens reasonably determines that Vendor has failed to meet its obligations under this Subsection.

- 11.2.4. 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.
- 11.2.5. 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.
- 11.2.6. 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).
- 11.2.7. Data Export. Vendor and Vendor Staff are prohibited from sending, transmitting, or accessing any Citizens Data outside of the continental United States.
- 11.2.8. 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, including fulfilling its obligations under Subsection [11.2.9.] Compromise or Loss of Citizens Data of this Amendment. 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 the 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, in the case of PII, disclose to Citizens any breach of the security of the system associated with 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.
- 11.2.9. Compromise or Loss of Citizens 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 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, without limiting Vendor's obligations of indemnification as described in Section [14.] Indemnification and Limitation of Liability of this Amendment, Vendor shall, as applicable: (a) notify Citizens in accordance with Subsection [11.2.8.] Unauthorized Use or Disclosure of Citizens Data of this Amendment and any other 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) be responsible for recreating lost or corrupted Citizens Data without charge to Citizens; and, (g) 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: (a) name and contact information of Vendor's representative; (b) a description of the nature of the loss; (c) a list of the types of data involved; (d) the known or approximate date of the loss; (e) how such loss may affect the affected individual; (f) what steps Vendor has taken to protect the affected individual; (g) what steps the affected individual can take to protect himself or herself; (h) contact information for major credit reporting agencies; and, (i) information regarding the credit and identity monitoring services to be provided by Vendor.

- 11.3. Vendor Use of Aggregated or Anonymized Data. For the sole purposes of Vendor's improvement or marketing of the Services, Vendor is permitted to collect aggregated or anonymized data relating to Citizens' use of the Services provided that: (a) such data not contain PII or Citizens Confidential Information; and, (b) Citizens is not directly identified or cannot be indirectly identified as the source of such data. Where Vendor does collect such data as permitted herein, Vendor hereby grants to Citizens an irrevocable and perpetual license to use such data for its own business purposes.
- 11.4. Subcontractors. The provisions of this Section shall apply to each of Vendor's subcontractors at any level who obtain access to Citizens Data.
- 11.5. 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 Manager in writing of such inability.
- 11.6. Remedies. Vendor acknowledges that any anticipatory, threatened, or actual breach of Vendor's obligations under this Section 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 anticipatory, threatened, or actual breach of any of the provisions of this Section, in addition to pursuing any other rights or remedies under the Agreement or available at law or in equity, including, the immediate termination, at Citizens' sole election and without penalty to Citizens, of the Agreement, in whole or in part.
- 11.7. The provisions of this Section shall survive the termination of the Agreement or any terminated part thereof.

12. Records; Audits; Public Records Laws.

- 12.1. Record Retention. Vendor shall retain all records relating to the Agreement for the longer of: (a) five (5) years after the expiration or termination of the Agreement; or, (b) the period specified by Citizens as necessary to comply with Florida law.
- 12.2. 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 the 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 Subsection 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 Subsection. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor's compliance with the Agreement which result in termination for cause or in regulatory or criminal penalties in connection with performance of the Agreement. Such costs shall include, but shall not be limited to: salaries of auditors or investigators, including overtime; travel and lodging expenses; expert witness fees; and, documentary fees.
- 12.3. 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 the Agreement may be subject to disclosure to third parties.
 - 12.3.1. 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.
 - 12.3.2. 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 the 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.

- 12.3.3. Vendor's Duty to Forward Records Requests to Citizens. If Vendor receives a PRR that is in any way related to the Agreement, Vendor agrees to immediately notify Citizens' Records Custodian and forward the PRR to Citizens' Records Custodian for logging and processing. Citizens' Records Custodian's email address is: Recordsrequest@citizensfla.com. Citizens shall be 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 THE AGREEMENT, PLEASE CONTACT CITIZENS' RECORDS CUSTODIAN AT (a) (850) 521-8302; (b) RECORDSREQUEST@CITIZENSFLA.COM; OR, (c) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303.

- 12.4. 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 the Agreement, Citizens may unilaterally terminate the Agreement, in whole or in part, 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.
- 12.5. The provisions of this Section shall survive the termination of the Agreement or any terminated part thereof.

13. Representations and Warranties.

- 13.1. Mutual. Each of Citizens and Vendor represent and warrant that:
- 13.1.1. it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
 - 13.1.2. it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under the Agreement;

- 13.1.3. the execution and performance of the Agreement has been duly authorized by it and the 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;
 - 13.1.4. it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under the Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under the Agreement; and,
 - 13.1.5. 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 the Agreement.
- 13.2. By Vendor. Vendor represents and warrants that:
- 13.2.1. it is in the business of providing the Services;
 - 13.2.2. the Services are fit for the ordinary purposes for which they will be used;
 - 13.2.3. it knows the particular purpose for which the Services are required by Citizens;
 - 13.2.4. it is possessed of superior knowledge with respect to the Services;
 - 13.2.5. 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;
 - 13.2.6. 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;
 - 13.2.7. the Services and any other work performed by Vendor hereunder does not and will 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 the Agreement;
 - 13.2.8. it shall disclose any third-party (which shall, for purposes of the Agreement, be deemed a subcontractor) whose intellectual property is incorporated into the Services or who is necessary for the delivery of the Services and it shall maintain in-force written agreements with such third-party, if any, for the term of the Agreement;
 - 13.2.9. there is no condition, that would in any way prohibit, restrain, or diminish Vendor's ability to deliver the Services or satisfy its contractual obligations;
 - 13.2.10. it shall immediately notify Citizens' Contract Manager of any change in circumstances that would in any way diminish Vendor's ability to deliver the Services or satisfy its contractual obligations;

- 13.2.11. 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 the 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 the Agreement;
 - 13.2.12. it will deliver the Services in a competent, workmanlike, and professional manner and in accordance with the highest professional industry standards;
 - 13.2.13. it will use its best efforts to ensure that no computer viruses, malware, ransomware, 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;
 - 13.2.14. 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;
 - 13.2.15. 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,
 - 13.2.16. the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation.
- 13.3. By Citizens. Citizens represents and warrants that:
- 13.3.1. Citizens owns or has acquired the necessary rights to provide Citizens Data to Vendor for the sole purpose of delivering the Services;
 - 13.3.2. to the best knowledge of Citizens, Citizens Data does not and will 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,
 - 13.3.3. as of the Effective Date, Citizens is not aware of any third-party claim contesting Citizens' right and authority to provide Citizens Data hereunder.

14. Indemnification and Limitation of Liability.

- 14.1. General Indemnification by Vendor. Vendor shall be fully liable for the actions of Vendor and 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 security breach that results in the compromise or loss of Citizens Data; (d) Vendor's failure to timely forward a public records request to Citizens for handling; or, (e) a breach of any obligation or representation made by Vendor under the Agreement.

- 14.2. Proprietary Rights Indemnification by Vendor. Vendor agrees to indemnify, defend, and hold harmless Indemnitees from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to the Services infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. 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 United States or foreign 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; or, (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by Citizens with no material adverse impact to Citizens. In the event that Vendor is unable to do or determines in its reasonable judgment that it is commercially unreasonable to do either of the aforementioned, Vendor shall: (a) reimburse to Citizens any prepaid Services Fees; (b) immediately provide Transition Services upon Citizens' request; and, (c) if the judgment or enjoinderment occurs within the first twenty-four (24) months of the Effective Date, pay to Citizens, as liquidated damages and not as a penalty, a pro rata amount of fees paid by Citizens for any professional Services, such as Implementation Services and Training Services, based on the date of such judgment or enjoinderment. For the avoidance of doubt and as an example, if a judgment or enjoinderment occurs within the ninth (9th) month following the Effective Date, Vendor will pay to Citizens an amount equating to fifteen / twenty-fourths (15/24^{ths}) (based on the 24-month limitation less 9-months of Services term equals 15-months of Services unavailability) of fees paid by Citizens for any professional Services, such as Implementation Services and Training Services.
- 14.3. Proprietary Rights Indemnification by Citizens. Citizens agrees to indemnify, defend, and hold harmless Vendor, and its officers, agents, and employees, from and against any Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Vendor, and its officers, agents, and employees, by reason of any Claim arising out of or relating to: (a) the use of Citizens Data by Vendor having infringed or misappropriated any United States or foreign patent, copyright, trade secret, trademark, or other proprietary rights; (b) infringement or misappropriation of any United States or foreign patent, copyright, trade secret, trademark, or other proprietary rights due to Citizens' unauthorized modification or unauthorized use of a combination of the Services with other services, software, or equipment not

documented, recommended, required, or furnished by Vendor in order to use the Services; provided, however, that such Citizens' modification or combination of use is the sole cause of such infringement; or, (c) Citizens' use of the Services in violation of law that has harmed a third-party.

14.4. Indemnification Procedures.

14.4.1. A Party's obligations of indemnification with respect to any Claim are contingent upon the Party seeking indemnification (or other Indemnitee) providing the indemnifying Party: (a) written notice of the Claim; (b) the opportunity to settle or defend against the Claim at the sole expense of the indemnifying Party; and, (c) reasonable assistance in defending against or settling the Claim at the sole expense of the indemnifying Party. Except as otherwise provided for in this Subsection, the indemnifying Party shall not be liable for any cost, expense, or compromise incurred or made by the Party seeking indemnification (or other Indemnitee) in any legal action without the indemnifying Party's prior written consent, which shall not be unreasonably withheld. The indemnifying Party shall have sole control of the defense and of all negotiations for settlement of a Claim and the Party seeking indemnification shall not independently defend or respond to a Claim; provided, however, that: (a) the Party seeking indemnification shall have the right, at its own expense, to monitor the indemnifying Party's defense of a Claim; and, (b) the Party seeking indemnification may defend or respond to a Claim, at the indemnifying Party's expense, if the Party seeking indemnification reasonably determines that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee.

14.4.2. Notwithstanding anything in the Agreement to the contrary, a Party shall not indemnify for that portion of a Claim proximately caused by: (a) a negligent act or omission of the Party seeking indemnification (or other Indemnitee); (b) Citizens' unauthorized use or modification of the Services; or, (c) Vendor's unauthorized use of Citizens Data (in the case of Vendor seeking indemnification).

14.4.3. The obligations in this Section are separate and apart from, and in no way limit a Party's rights under any insurance, including insurance provided pursuant to the Agreement or otherwise.

14.4.4. The provisions of this Section shall survive the termination of the Agreement or any terminated part thereof.

14.5. Limitation of Liability.

14.5.1. NOTWITHSTANDING ANY OTHER PROVISION OF THE 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 THE AGREEMENT.

14.5.2. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT IN EXCESS OF \$2

MILLION. 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 THE 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 THE AGREEMENT; OR, (D) ANY CLAIM OR DAMAGE CAUSED BY VENDOR'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, INFORMATION SECURITY, OR DATA PRIVACY SET FORTH IN THE AGREEMENT.

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

14.5.4. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT OR ANY TERMINATED PART THEREOF.

15. **Insurance.**

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

15.1.1. Commercial General Liability Insurance. Commercial General Liability with minimum limits of \$2 million per occurrence (to include contractual liability for liability assumed hereunder) and \$10 million in the aggregate; and,

15.1.2. Information Security/Cyber Liability Insurance. 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.

15.1.6.1. Each occurrence - \$2,000,000

15.1.6.2. Network Security/Privacy Liability - \$2,000,000

15.1.6.3. Breach Response/ Notification Sublimit - a minimum limit of fifty percent (50%) of the policy aggregate

15.1.6.4. Technology Products E&O - \$2,000,000

- 15.2. Insurance Company Qualifications. Each company issuing policies required under Subsection [15.1.] Vendor Insurance Requirements of this Amendment must: (a) be licensed to transact business in the State of Florida; and, (b) have an AM Best Financial Strength rating of "A-" or above.
- 15.3. Vendor's Insurance is Primary. The insurance required under Subsection [15.1.] Vendor Insurance Requirements of this Amendment 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.
- 15.4. Citizens to be an Additional Insured. The Commercial General policy in Subsection [15.1.] Vendor Insurance Requirements of this Amendment 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.
- 15.5. Waiver of Subrogation. The insurance required under Subsection [15.1.] Vendor Insurance Requirements of this Amendment shall include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 15.6. Coverage for Indemnity Obligations. The Commercial General Liability coverage shall cover claims made under the indemnity provisions of the Agreement.
- 15.7. Notice of Cancellation or Change. To the extent practicable, the Commercial General Liability policies shall require thirty (30) calendar days prior written notice to Citizens of cancellation, non-renewal or change in any coverage, except for ten (10) calendar days prior written notice for non-payment of premium.
- 15.8. Proof of Coverage. Within thirty (30) calendar days of the Effective Date, 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 Subsection [15.1.] Vendor Insurance Requirements of this Amendment. The Commercial General Liability insurance certificates must correctly identify the type of work Vendor is providing to Citizens under the 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.

16. Corrective Action; Suspension of Services; Termination.

- 16.1. Corrective Action Plan. Without limiting any of Citizens' rights under the Agreement, including Sections [4.] Services Standards and Service Levels, [6.] Deliverables and Work Product, and [8.] Acceptance of this Amendment, whenever Citizens identifies a deficiency in Vendor's performance of the Agreement, Citizens may require Vendor to take the following actions: (a) perform a root 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.

- 16.2. Suspension of Services by Citizens. 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 delivering 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 Subsection [16.4.] Termination without Cause of this Amendment to terminate the Agreement, in whole or in part, without cause. Nothing in this Subsection allows Citizens to withhold or delay any payment for Services satisfactorily performed and accepted by Citizens prior to the suspension. However, Vendor shall not be entitled to any additional compensation for the suspension of Services.
- 16.3. Limited Suspension of Services by Vendor. Except as otherwise provided for in this Subsection, Vendor agrees that it shall have no right to suspend any part of the Services, including: (a) where Citizens is reasonably disputing any amount due to Vendor; (b) where any unpaid but undisputed amount due to Vendor is less than ninety (90) business days in arrears; (c) during any notice or cure period described in Subsection [16.5.] Termination for Cause of this Amendment where Vendor is asserting that Citizens is failing to perform the Agreement; or, (d) during any attempts to resolve any disputes as described in Subsection [18.1.] Dispute Resolution Process of this Amendment. Where Vendor is required to comply with any court order, legal regulation, or other governmental request or order which requires the suspension by Vendor of any Services, Vendor shall: (a) provide Citizens with reasonable advance notice of any suspension of Services so as to allow Citizens to establish a legal or other defense; (b) provide Citizens with complete documentation in advance of any suspension; (c) as applicable, fulfill Vendor's obligations under Section [14.] Indemnification and Limitation of Liability of this Amendment; and, (d) reimburse to Citizens any prepaid Services Fees associated with the period of suspension.
- 16.4. Termination Without Cause. Without limiting Citizens' rights to terminate the Agreement, in whole or in part, as provided for in the Agreement, upon thirty (30) calendar days advance written notice, Citizens may terminate the 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 the 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 the Agreement in part, Vendor shall continue to provide Services on any part 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.
- 16.5. Termination for Cause. Without limiting Citizens' rights to terminate the Agreement, in whole or in part, as provided for in the Agreement, either Party may terminate the Agreement, in whole or in part, if the other Party fails to honor its material obligations under the Agreement. Except as otherwise provided for in the

Agreement for other rights of termination for specified cases, before terminating the Agreement, in whole or in part, the Party that believes the other Party is failing to perform the Agreement 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 the Agreement, in whole or in part, and pursue any other rights and remedies available at law or in equity. Instead of terminating the Agreement in whole, Citizens may elect to terminate the Agreement in part, in which case Vendor shall continue to provide Services on any part of the Agreement 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 Subsection [16.4.] Termination without Cause of this Amendment.

- 16.6. Scrutinized Companies; Termination by Citizens. In addition to the other termination rights of Citizens as provided for in the Agreement, Citizens may, at its sole election, terminate the 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.

17. Transition Services; Return of Citizens Data.

- 17.1. Transition Managers and Associated Duties. Within thirty (30) calendar days after the Effective Date, 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 the Services to Citizens or to a successor vendor (the “Transition Plan”) upon expiration of the Agreement or termination of the Agreement in whole or in part. Each Transition Manager will: (a) have recent experience in leading end-of-contract system transitions of the type contemplated in this Section; (b) act as the single points of contact for their respective teams; (c) oversee and coordinate the transition activities of their respective teams; and, (d) work together to develop a comprehensive, detailed and written Transition Plan, including an applicable Transition Schedule.
- 17.2. Transition Plan. The Parties will use best efforts to complete the Transition Plan within ninety (90) calendar days of the Effective Date. The Transition Plan must document all major activities needed from a project management perspective (for example, planning, status reporting, issue and risk management, change management) to Citizens or to a successor vendor upon expiration of the Agreement or termination of the Agreement in whole or in part. 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 Services Fees and will not result in additional charges to Citizens to include the labor and resources: (a) needed to develop, periodically review and modify the Transition Plan prior to activation; (b) needed to transfer Citizens Data to Citizens in a format specified in the Transition Plan; (c) needed to reasonably assist Citizens in acquiring, at Citizens’ sole expense, any necessary rights to access and use any third-party services, technologies, or documentation then being used by Vendor in connection with the Services; and, (d) that are ordinarily or customarily needed by a customer to ensure that services similar to those provided in the 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 to effect the orderly transition of Services. As reasonably required by Vendor, Citizens shall cause any successor vendor to execute Vendor’s non-disclosure agreement.

- 17.3. Activation and Duration of Transition Assistance. The Transition Managers shall meet annually during the term of the Agreement to review, update, and confirm the Transition Plan. 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 (1) year following the Termination Date.
- 17.4. Return of Citizens Data. Upon the termination of the Agreement, in whole or in part, Vendor shall, within one (1) business day following such termination, deliver to Citizens, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees or amounts due to Vendor), with a final extract of structured Citizens Data in the format reasonably specified by Citizens and non-structured data (for example, images, audio or video files, word processing, spreadsheet or presentation files, text files, or attachments) in its native format. As a part of delivering the final extract, Vendor shall also deliver to Citizens any applicable document on structure and access management settings to Citizens Data. 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) calendar days after: (a) Citizens Data has been fully and adequately returned to Citizens; and, (b) Citizens has acknowledged the full and adequate return in writing to the Vendor.
- 17.5. Additional Transition Assistance. To the extent Citizens requests Transition Assistance that is not contemplated within the Transition Plan or otherwise included in the Services Fees, such Transition Assistance shall be provided at the rates negotiated by the Transition Managers prior to the rendering of such additional 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.
- 17.6. The provisions of this Section shall survive the termination of the Agreement or any terminated part thereof.

18. Disputes.

- 18.1. Dispute Resolution Process. Each Party will make a good faith effort to resolve any disputes relating to the 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 Subsection shall not apply if: (a) a Party considers the immediate commencement of a legal action for an injunction necessary to protect its interests (for example, to protect against the improper use or disclosure of its confidential information or, in the case of Citizens, Citizens Data); or, (b) the dispute is subject to another provision in the 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.
- 18.2. Jurisdiction and Venue; Waiver of Jury Trial. The 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 the 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.
- 18.3. The provisions of this Section shall survive the termination of the Agreement or any terminated part thereof.

19. Contract Administration.

- 19.1. Contract Administrator. Citizens shall name a Contract Administrator during the term of the Agreement whose responsibility shall be to maintain the 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 and Purchasing
301 W Bay Street, Suite 1300
Jacksonville, Florida 32202
904-407-0225
Lori.Newman@citizensfla.com

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

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

Citizens' Contract Manager
Luis Fidalgo
Citizens Property Insurance Corporation
301 W Bay St, Ste 1300
Jacksonville, FL 32202

904-405-0584
luis.fidalgo@citizensfla.com

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 and such changes shall not be deemed Agreement amendments.

- 19.3. Continuing Oversight Team. If a Continuing Oversight Team ("COST") is established in accordance with s. 287.057, F.S., Vendor's Contract Manager will attend the initial meeting of the COST (in person or remotely) and will respond to any written questions from the COST within ten (10) business days, [Optional: For Agreements of \$10,000,000 or greater, each COST must meet at least monthly. A representative of the Vendor must be made available to members of the COST for at least one (1) meeting every calendar quarter (in person or remotely) to respond to any questions or requests for information from the COST concerning Vendor performance.]

20. Miscellaneous.

- 20.1. Business Continuity / Disaster Recovery Plan. Vendor shall have a documented, viable, effective, and annually tested business continuity / disaster recovery plan in place to mitigate the potential disruption of Services. Within thirty (30) calendar days of the Effective Date, 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 the Agreement.
- 20.2. 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.
- 20.3. 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.

- 20.4. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
- 20.5. 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.
- 20.6. Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under the Agreement. This includes: (a) registration and annual renewal of authority to transact business in the State of Florida (via www.sunbiz.org) or Vendor's 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.
- 20.7. Compliance with Information Accessibility Standards. To the extent the Services include providing Citizens or any third-party with access to website content, Vendor shall: (a) comply with the then current version of the Web Content Accessibility Guidelines; (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 for review by Citizens on an as-requested 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 the Agreement shall apply.
- 20.8. Severability. If a court deems any provision of the 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.
- 20.9. 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 shall have 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.
- 20.10. Waiver. The delay or failure by a Party to exercise or enforce any of its rights under

the 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.

- 20.11. Modification of Terms. Except as otherwise provided for herein, the Agreement may only be modified or amended upon a mutual written contract amendment signed by Citizens and Vendor or as otherwise permitted by the Agreement. Vendor may not unilaterally modify the terms of the Agreement in any manner such as by affixing additional terms to any Deliverable (for example, 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 the 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.
- 20.12. Assignments. The Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each Party, but only as permitted under the Agreement. Each Party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, warranties, covenants, and provisions of the Agreement. Vendor shall not sell, assign, or transfer any of its rights (including rights to payment), duties or obligations under the Agreement without the prior written consent of Citizens. In the event of any assignment, Vendor shall remain liable for performance of the Agreement unless Citizens expressly waives such liability. Citizens may assign the 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.
- 20.13. Notice and Approval of Changes in Ownership. Because the award of the 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 the 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 Subsection 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.
- 20.14. 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 the Agreement.
- 20.15. Force Majeure. Neither Party shall be responsible for delays or disruptions in performance of the Agreement if the cause of the delay or disruption was beyond a 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. 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 Subsection, including the timely activation of Vendor's business continuity / disaster recovery plan. The Parties agree that the following shall not constitute force majeure events or constitute an event to be considered beyond a Party's reasonable control, and, in the case of Vendor, the occurrence of any such events shall be included in the calculation of applicable Service Level Standards: (a) Vendor labor matters, such as strikes or availability of subcontractors; (b) errors or omissions introduced by Vendor, or permitted by Vendor to be introduced, into the Services, such as configuration changes, malware, or ransomware, that result in a Services outage or inability for Citizens to use the Services or access Citizens data; (c) any disruption or cessation of Services where common or standard technology management plans or practices, such as fault tolerance and redundancy, would have prevented, materially mitigated, or negated the delay or disruption; and, (d) any event where, given the same or similar circumstances under the same or similar obligations as the provisions of the Agreement, a reasonable business person would have put into place plans or practices to prevent, materially mitigate, or negate the delay or disruption. Further, this Subsection 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 any delays or disruptions hereunder, Vendor must promptly notify Citizens in writing of the delay or disruption, the reason for the delay or disruption, the anticipated period of the delay or disruption, and plans to minimize the delay or disruption and to resume normal operations. 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 the 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 the Agreement to Citizens. Such termination by Citizens shall be in addition to any other rights and remedies of Citizens under the Agreement and available at law or in equity. 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. 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.

- 20.16. Execution in Counterparts. The 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.
- 20.17. Public Records Addendum ("Addendum"). Vendor agrees that the Addendum attached hereto is hereby incorporated into the Agreement in order to address the public posting of the Agreement and its disclosure to third parties.

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

**CITIZENS PROPERTY INSURANCE
CORPORATION**

[VENDOR]

Signature

Signature

Print Name

Print Name

Title

Title

Date Signed

Date Signed

Signature

Print Name

Title

Date Signed

EXHIBIT A – SERVICES DESCRIPTION

This Exhibit A – Services Description 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”) (the “Agreement”).

Services Description. **Vendor to provide services for UCaaS/CCaaS as detailed in the Feature Workbook along with any additional services offered and agreed to. To be updated based on Vendor response.**

Authorized Users. **Indicate the initial number of Authorized Users.**

Storage Threshold(s). **To be determined pending vendor response.**

Services Fees and Compensation Schedule. **Will incorporate price sheet here.**

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.

Service Levels and Service Credits. For any Service Level not met by Vendor a Service Credit of 1% of the monthly total will be due ("Service Credit").

- a) System Availability. Citizens typically expects 99.995%. **Terms to be determined based on vendor response.**
- b) Recovery Point Objective (RPO). Citizens typically expects one (1) hour. **Terms to be determined based on vendor response.**
- c) Recovery Time Objective (RTO). Citizens typically expects four (4) hours. **Terms to be determined based on vendor response.**
- d) Technical Support Services. Expectations for Response Times and Resolution Times depend on the Problem Severity Level. **Terms to be determined based on vendor response.**

Implementation Services. **To be determined pending vendor response.**

Deliverables. In addition, the following financial consequences shall also apply if Vendor fails to deliver the following Deliverables as specified in this Exhibit A. **Deliverables to be determined pending vendor response.**

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

Training Services. **To be determined pending vendor response.**

Other Professional Services. **To be determined pending vendor response.**

Knowledge Transfer. **To be determined pending vendor response.**

**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. This Addendum is incorporated into the Agreement in order to address Citizens’ public posting of the Agreement and its disclosure to third parties.

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

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

Vendor must select one 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 WILL NOT SUBMIT a Redacted Agreement. Citizens may post Vendor’s full, complete, and non-redacted Agreement on its public website, and may release the Agreement to any member of the public without notice to Vendor. |
| Or |
| <input type="checkbox"/> Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor WILL SUBMIT a Redacted Agreement and a Redaction Justification within thirty (30) 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. |