



AMENDMENT No. 1 **TO MASTER PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 1 (the "Amendment") amends the Master Professional Services Agreement (the "Agreement") by and between CITIZENS PROPERTY INSURANCE CORPORATION ("**Citizens**"), a legislatively created Florida governmental entity, having its principal place of business at 2101 Maryland Circle, Tallahassee, Florida 32303, and DUCHARME, MCMILLEN & ASSOCIATES, INC. ("**Vendor**") having its principal place of business at 828 S. HARRISON STREET, SUITE 650, FORT WAYNE, IN 46802. Citizens and Vendor shall each be known as a "Party," and collectively shall be known as the "Parties." Unless expressly provided for in this Amendment, in the event of a conflict between the provisions contained in the Agreement and those contained in this Amendment, the provisions contained in this Amendment shall prevail.

Recitals

WHEREAS, on June 17, 2021, Citizens issued Request for Proposal No. 21-0010 for Unclaimed Property Software (the "Solicitation");

WHEREAS, Vendor has experience and expertise in the business of providing the services contemplated under the Solicitation;

WHEREAS, Vendor's response to the Solicitation was accepted by Citizens, subject to the terms set forth in the Agreement and this Amendment.

WHEREAS, Vendor's services and rates are more fully defined in Exhibit A – Abandoned & Unclaimed Property Total Compliance (AUPTC) SaaS Service Description ("Exhibit A"), attached to this Amendment.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Vendor and Citizens hereby acknowledge and agree as follows:

Terms of Amendment

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. "Confidential Information" of Citizens or "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.
- 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 date of birth, address, telephone number, email address, 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, not including any Vendor Pre-Existing Materials.
- 1.5. “Effective Date” means the date on which the last Party executes this Amendment.
- 1.6. “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.
- 1.7. “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. “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.
- 1.11. “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, not including any Vendor Pre-Existing Materials.

2. Term and Renewals.

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- 2.1. Term of Agreement. The Agreement shall commence on the Effective Date and, unless terminated as provided for herein, shall continue for three (3) years.
 - 2.2. Renewals. The Agreement may be renewed for two (2), one (1) year renewal periods 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. 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.
 - 3.2. 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.
 - 3.3. 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.
4. **Services Standards and Service Levels**.
 - 4.1. Service Level 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.
 - 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.
 - 4.3. Reports. If requested by Citizens, Vendor shall provide reasonable reports to Citizens describing the delivery of the Services as compared to the Service Level Standards.
 - 4.4. Failure to Meet Service Level Standards. Time is of the essence in meeting the Service Level Standards. If Vendor does not meet a Service Level Standard, Vendor shall issue the applicable Service 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.

- 4.5. 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.

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 (3) 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. Vendor shall provide reasonable prior written notice to Citizens of all non-emergency and emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed.

- 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.

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 13.1 of this Amendment.

6.2. Title to Work Product. With the exception of the Pre-Existing Materials described in Subsection 6.3. 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, including AUPTC, reports, routines, language, instructions, methods, techniques, trade secrets, patents, copyrights, or other intellectual property that have been previously developed, purchased, licensed, acquired or enhanced by Vendor or by third parties or developed, licensed, acquired or enhanced without reference to this Agreement or this Amendment or without reference to Citizens information or data (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 such Pre-existing Materials and any derivative works thereof for Citizens' internal business purposes only. In no event shall Citizens reverse engineer, modify, duplicate, distribute or exploit the Vendor Pre-Existing Materials except as permitted herein and in no event shall such license be re-licensed, sub-licensed, transferred, assigned or conveyed without Vendor's express written consent.

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 use its best efforts to 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). Any such right shall be only to the extent authorized and agreed to by the involved third party and its documentation.

- 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, if any are subject to pass-through, 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. **Documentation.** 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. 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. **Compensation.**

- 8.1. **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 [REDACTED] US Dollars; and, (b) is contingent on the availability of budgeted funds approved by Citizens'

Board of Governors on an annual basis.

- 8.2. 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.
- 8.3. 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.
- 8.4. 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 15.2. 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 8.8 of this Amendment).
- 8.5. 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.
- 8.6. 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.
- 8.7. 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.
- 8.8. 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. Non-Disclosure of Citizens Confidential Information.

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. Notification of Anticipatory Breach. Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this Section, it will immediately notify Citizens' Contract Manager in writing of such inability.
- 9.5. 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.

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

10. Information Security and Data Privacy.

10.1. Citizens Data.

- 10.1.1. 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.
- 10.1.2. 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.
- 10.1.3. Extraction of Citizens Data. During the term of the Agreement, Vendor shall, within five (5) business days of Citizens' reasonable 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.

10.2. Security and Confidentiality of Citizens Data.

- 10.2.1. 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.
- 10.2.2. 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).

- 10.2.3. Unauthorized Use or Disclosure of Citizens Data. Vendor shall use its best efforts to assist Citizens in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any Citizens Data and shall cooperate in promptly remedying such situation. Without limiting the foregoing, Vendor shall: (a) advise Citizens immediately in the event that Vendor learns or has reason to believe that any individual who has or has had access to Citizens Data has violated or intends to violate the terms of 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.
- 10.3. 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 shall 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.
- 10.4. Subcontractors. The provisions of this Section shall apply to each of Vendor’s subcontractors at any level who obtain access to Citizens Data.
- 10.5. 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.
- 10.6. 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.
- 10.7. The provisions of this Section shall survive the termination of the Agreement or any terminated part thereof.

11. Records; Audits; Public Records Laws.

- 11.1. 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.
- 11.2. 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 relevant records relating solely to the Agreement, by prearrangement (to ensure staff availability) upon written notice to Vendor of at least fifteen (15) 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 reasonable 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: reasonable expenses of auditors or investigators relating directly to the investigation, including overtime; travel and lodging expenses; expert witness fees; and, documentary fees.

- 11.3. 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.

11.3.1. 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.

11.3.2. 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.

- 11.3.3. 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.

- 11.4. 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.
- 11.5. The provisions of this Section shall survive the termination of the Agreement or any terminated part thereof.

12.



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. Termination.

13.1. 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.

13.2. 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

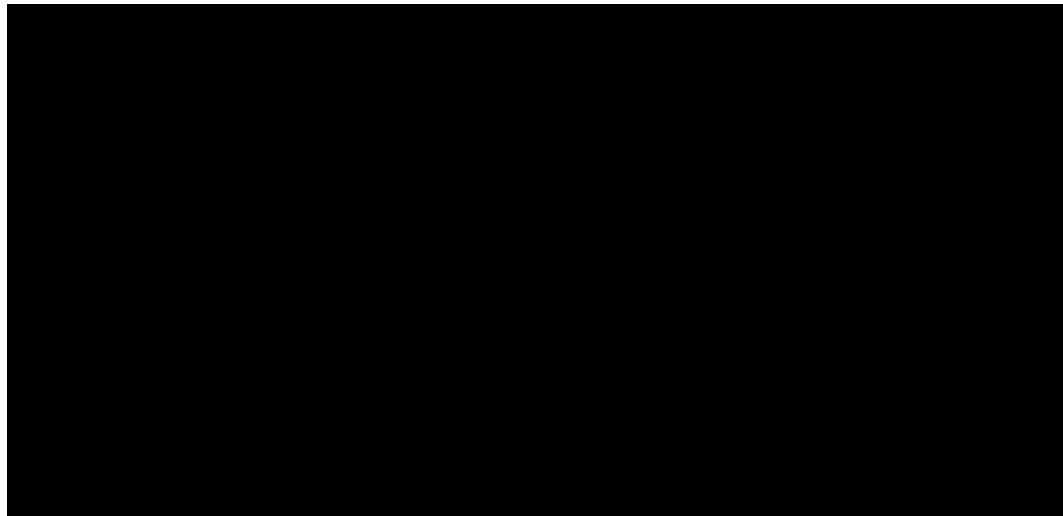
and given at least ten (10) calendar days to correct it. If the breaching Party does not cure the breach within the time provided by the non-breaching Party, and its breach is not legally excusable, the non-breaching Party may thereafter notify the breaching Party, in writing, that it considers the breaching 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 16.3. of this Amendment.

- 13.3. 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.

14. Transition Services; Return of Citizens Data.

- 14.1. 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.

14.2.





- 14.4. 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. Also at such time, Citizens shall return any Vendor Confidential Information to the extent permitted under Florida Public Record Retention laws.
- 14.5. 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.
- 14.6. The provisions of this Section shall survive the termination of the Agreement or any terminated part thereof.

15. Contract Administration.

- 15.1. 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.

- 15.2. 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

Angela Lockwood, Director of Product Management
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303
850-363-0031
angela.lockwood@citizensfla.com

Vendor's Contract Manager

[REDACTED]

NOTE: Formal notices to Vendor under the Agreement and this Amendment shall be provided to Vendor at the above address: ATTN: General Counsel.

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.

16. Miscellaneous.

- 16.1. 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.
- 16.2. 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.
- 16.3. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal

benefit of a Citizens officer or employee.

- 16.4. Convicted Vendor List. Vendor shall immediately notify Citizens' Contract Manager or designee in writing if it or any of its affiliates are placed on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government.
- 16.5. 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.
- 16.6. 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.
- 16.7. 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.
- 16.8. 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.
- 16.9. 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.
- 16.10. 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.

- 16.11. 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.
- 16.12. 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

DUCHARME, MCMILLEN & ASSOCIATES, INC.

DocuSigned by:
Jennifer Montero
0014DA78C76944B...

Signature

Signature

Jennifer Montero

Print Name

Print Name

CFO

Title

Title

10/18/2021

Date Signed

October 14, 2021

Date Signed

DocuSigned by:
Kelly Booten
7B9C7AA80097483...

Signature

kelly Booten

Print Name

chief operating officer

Title

10/15/2021

Date Signed

**EXHIBIT A –
ABANDONED & UNCLAIMED PROPERTY TOTAL COMPLIANCE (AUPTC)
SAAS SERVICES DESCRIPTION**

This Exhibit A 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 **DuCharme, McMillen & Associates, Inc.** (“Vendor”) (the “Agreement”).

Services Description. AUPTC delivers a fully compliant unclaimed property workflow while including the ability to easily automate steps in the unclaimed property lifecycle. AUPTC creates the legally required UP reports in all fifty (55) U.S reporting jurisdictions. Reports are created in NAUPA format, as required. Also, reports are HDE encrypted, when required. Additionally, each “report packet” contains a state/jurisdiction-specific Client Instruction Sheet guiding the user through the submission requirements, a Summary Report, a Detail Report, and a cover sheet (when required). AUPTC automatically identifies properties that need to be escheated in each jurisdiction based on the dormancy period. Notifications are provided both in the application and to the user’s email. Report notifications are generated thirty (30) calendar days before the report is due. Data is stored for twenty-five (25) years. Data can be imported either via ad-hoc imports or automatic imports.

Authorized Users and Property Records. Unlimited users, holders, and property records for Citizens are included. Unlimited properties per state report are included.

Services Fees and Compensation Schedule.

Item	Initial Term				Optional Renewal Term	
	Implementation Phase	Year 1	Year 2	Year 3	Year 4	Year 5
Implementation Service Fee*	██████████	██	██	██	██	██
Annual Service Fee for AUPTC (including SaaS subscription, Hosting, Vendor’s Owner Redemption Portal and Support services fees)	██	██████████	██████████	██████████	██████████	██████████
Total	██████████	██████████	██████████	██████████	██████████	██████████

*The fee covers unlimited training and up to one hundred and sixty (160) hours of installation and configuration of AUPTC in the Vendor hosted environment (mapping of property import files, creation of due diligence letters, configuration of email integration and training to Citizens). Implementation Service Fee will be paid on the Go-Live date, provided implementation completion has been mutually accepted by both Parties’ Project Managers. Annual fee will be paid in advance upon Citizens receiving an undisputed invoice.

Support. As long as Citizens meets all applicable payment obligations, Vendor will provide support to Citizens for during the term of the Agreement, in accordance with the following terms and conditions:

- a) Vendor’s support includes only the following: (i) maintaining the software so that it operates in substantial conformity with current published documentation; (ii) using commercially reasonable

efforts to correct errors in the current release of the software (other than a Client-Induced Error (as defined below)) of which Vendor becomes aware; (iii) applying updates and enhancements to the Software that are released during the term of this Agreement (it being understood that Vendor is not obligated to develop or release any update or enhancement to the Software); and (iv) help desk support between the hours of 8 a.m. to 5 p.m. EST, Monday through Friday, excluding major US holidays (“Normal Business Hours”). Vendor will manage and install all updates and upgrades for the Software within the Vendor Hosting Infrastructure (defined below). Vendor will implement updates and upgrades to the standard unmodified Software at no additional cost in accordance with its regularly scheduled maintenance; provided that each such implementation shall be as agreed upon by the parties for any single-tenant Hosting Infrastructure. Upon Citizens’ request and subject to the payment of additional fees, Vendor will implement updates and upgrades to any Software that has been modified for any reason (i.e., pursuant to a professional services engagement).

- b) Citizens will report any errors to Vendor via Vendor’s Support Email or Services Desk promptly after their occurrence.

DMA Support Email: support@dmainc.com

DMA Service Desk: support@dmainc.com

Client will enable Vendor to perform support services via agreed upon connections using commercially available remote control software or via remote screen sharing web applications. Citizens agrees to obtain a copy of such software, provide an operational telephone line, and provide such assistance as reasonably necessary to facilitate such support. Citizens is solely responsible for instituting and maintaining security safeguards to protect Citizens' systems and data.

- c) Citizens reported errors will be assigned a severity level by the Vendor’s Support Service Desk during Normal Business Hours. In order to reflect an individual end user’s conditions, Vendor shall be entitled to change the previously assigned severity level of any Citizens reported error. However, Vendor shall always exercise good faith judgment in assigning severity levels. Reported Citizens errors shall be assigned the severity levels as defined below:

Severity 1 – critical business impact (complete loss of service of a production system, no taxes being calculated, inability to prepare or file tax returns) – Citizens may report any Severity 1 issues to 1-855-391-5454.

Severity 2 - serious business impact (intermittent failure of a production system, data file corruption, major issues, inability to update system).

Severity 3 - minor business impact (general update issues, quality assurance environment, reporting issues, work around available).

Severity 4 - no work being impeded (system explanation, development environment, assistance creating parameter files, running updates, web downloads, no loss of service).

Severity 5 – informational request.

All Citizens support requests must be submitted to Vendor via email. Vendor will assign each Citizens end user request for support with an incident number and forward the support request to the appropriate Vendor support group within the response times defined below. Upon receipt of a Citizens end user’s request for support, Vendor will take the following steps to seek problem resolution: (i) attempt to reproduce problem, if possible, per Citizens end user’s instructions; (ii) request additional information if necessary; and (iii) request immediate escalation if required to resolve problem.

- d) Once Vendor receives all relevant information from a Citizens end user, Vendor will acknowledge and assign/assess Citizens’ problems during the periods of time reflected in the table below, during Normal Business Hours. In addition, Vendor will provide status updates to the appropriate Citizens end user as appropriate.

Severity Level	Acknowledgement	Assignment/Assessment
----------------	-----------------	-----------------------

1	< 1 hour	< 1 Hours
2	< 1 hour	< 3 Hours
3	< 1 Business Day	< 1 Business Day
4	< 1 Business Day	< 2 Business Days
5	< 1 Business Day	< 3 Business Days

Assignment/Assessment is defined as the time between when a Citizens end user submits a support request via email and when the Citizens end user either: (i) first speaks to a live Vendor technical support specialist; or (ii) first receives a message from a Vendor technical support specialist, provided the message includes a technical response to the inquiry or problem and provided the Vendor technical support specialist has documented in the Vendor database the date and time the request was made, the name of the Citizens end user for whom Vendor's technical support specialist left the request, and the technical response to the inquiry or problem. DMA will work during Normal Business Hours to resolve Client's reported error.

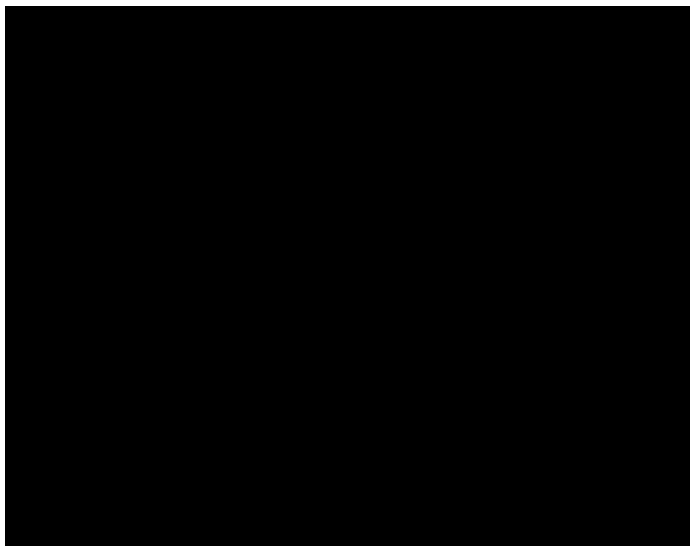
- e) Vendor's support does not include any of the following: (i) on-site services at a Citizens location or any other location; and (ii) support in other than the English language.
- f) If Citizens notifies Vendor of a suspected error that Vendor determines is the result of Citizens' incorrect or improper use of the Software (a "Client-Induced Error"), as opposed to an actual error in the Software, Vendor will have no obligation to take any action to correct the Client-Induced Error. However, at Citizens' request and at Vendor's sole discretion, Vendor may attempt to correct the Client-Induced Error, and Citizens will pay Vendor its then-current rates, plus expenses, for all services provided and all expenses of Vendor associated with performance of those services, whether or not the Client-Induced Error is corrected.
- g) Vendor is not responsible for providing services, updates, enhancements, or any other support for Software that Citizens (a) misuses, improperly uses, alters or damages; or (ii) uses in a manner not in accordance with the Agreement.
- h) Vendor is not responsible for installing client-specific enhancements for Citizens under the Agreement but is available to do so under a separate Statement of Work (SOW), which will be separately priced. Customization or enhancements requested by Citizens, or customization of enhancements required to adapt or confirm enhancements to customized software, shall also occur under a separate SOW and shall be separately priced.

Hosting Service. Vendor will provide to Citizens hosted, on-demand, Web-based access to the Software ("Hosting Services") in accordance with the following terms and conditions.

- a) Vendor warrants that the Hosting Services will perform with at least 99.5% system availability during each calendar month, excluding scheduled downtimes.
- b) Vendor agrees not to use, alter, or copy, except as performed as part of a data backup process, Citizens' data for any purpose without the express written consent of Citizens.
- c) The system availability warranty is void to the extent any problem which results in a breach of such warranty is due to: (i) use of the Hosting Services outside of the scope described herein; (ii) Citizens' failure to meet any of its responsibilities described herein; (iii) Citizens equipment and/or third party software, hardware, or network infrastructure outside of Vendor's data center and not under Vendor's direct control; (iv) failure of the external internet beyond Vendor's network; (v) electrical or internet access disruptions; (vi) any actions or inactions of Citizens or any other third party not under Vendor's direct control; (vii) attacks (i.e., hacks, denial of service attacks, malicious introduction of viruses and disabling devices) caused by third parties; or (viii) force majeure.
- d) Citizens understands and agrees that it is responsible for the following: (i) all activities conducted under its user logins; (ii) obtaining and maintaining any Client equipment and any ancillary services needed to connect to, access, or otherwise use the Hosting Services; (iii) ensuring that the Citizens equipment and any ancillary services are compatible with the Hosting Services and comply with all configuration requirements as communicated by Vendor; and (iv) the accuracy of Citizens data provided to Vendor.

- e) Vendor will be responsible for the set-up, configuration and hosting of the computer hardware, software, communications systems, network and other infrastructure (“Hosting Infrastructure”) necessary to host the Software and permit users to access and use the Software. Vendor will, in its sole discretion, determine the specific Hosting Infrastructure and the components thereof. Citizens acknowledges and agrees that it has no right to and specifically disclaims any possessory, leasehold or other real property interest in the physical equipment and software utilized to set-up and maintain the Software. Unless otherwise set forth on the Summary, the Hosting Infrastructure will include a multi-tenant architecture.
- f) Vendor shall maintain appropriate technical and organizational measures to (i) protect against accidental damage to, or destruction, loss, or alteration of Uploaded Data; (ii) establish and maintain appropriate technical and organizational measures designed to protect against unauthorized access to the Hosting Infrastructure and Uploaded Data; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Software. Vendor is not responsible for the security of Uploaded Data while in transit over the Internet. As part of Hosting Services, Vendor does not scan for the existence of Harmful Code within the Software generally nor does it scan downloaded files prior to opening by the user. For purposes of this Section, “Harmful Code” means computer software routines intentionally designed to permit unauthorized access to or use of the Software, Hosting Infrastructure or Citizens’ computer systems (e.g., a “back door,” “time bomb,” “trojan horse,” “worm,” “drop dead device,” “preventative routine” or “virus”).
- g) Vendor will back up the Uploaded Data on a daily basis onto an electronic storage medium and store all such backups in an environment that is separate from the location of the Hosting Infrastructure. Vendor will encrypt when stored for back up and ensure that daily backups will be completed nightly and will be maintained for fourteen (14) days. Any additional backup services requested by Citizens will be subject to Vendor’s approval and a separate charge.
- h) Vendor will maintain a disaster recovery plan that documents the procedures to follow in the event of disaster that is expected to result in an extended interruption in the Hosting 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. In the event of any catastrophic event that prevents Vendor’s performance of the Hosting Services, Vendor will execute the disaster recovery plan without any additional charge to Citizens.

Implementation Services. The following is the Implementation Plan:



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

Deliverable	Description	Due Date	Financial Consequences if not met
1	Configure Citizens' environment and load historical data.	October 30, 2021	N/A
2	Training Session 1	October 7, 2021	N/A
3	Training Session 2	October 11, 2021	N/A
4	Training Session 3	October 18, 2021	N/A
5	Go-Live	October 30, 2021	Unless the Parties mutually agree to a change in due date, one percent (1%) reduction in the Implementation Fee for each business day Go-Live is delayed.

Training Services. On-demand training, just-in-time over the next twenty-four (24) months will be provided. Training Services are free and unlimited within those twenty-four (24) months.

Service Level Standards and Service Credits.

- A. Service Availability: This service level represents the availability of a service, less any scheduled downtime.
1. Definitions:
 - a. "Actual Uptime" shall mean the total minutes in the reporting month that the Hosting Services were actually available to end users for normal use.
 - b. "Scheduled Uptime" shall mean the total minutes in the reporting month less the total minutes Vendor was excused from providing Hosting Services under the applicable sections of this Amendment (scheduled downtime, etc.).
 2. Service Level Standard: services will be available to end users for normal use 99.5% of the scheduled uptime.
 3. Calculation: $(\text{Actual Uptime} / \text{Scheduled Uptime}) * 100 = \text{percentage uptime}$ (as calculated by rounding to the second decimal point)
 4. Service Credit:
 - a. Where percentage uptime is equal to or greater than 99.5%, no Service Credit will be due to Citizens.
 - b. Where percentage uptime is equal to or less than 99.5%, Citizens shall be due a Service Credit in the amount of 10% of the services fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in percentage uptime.

5. Example Calculation:

- a. Assuming reporting month is February (41,760 minutes).
- b. Assuming a maintenance window of Sundays from midnight to 4:00 a.m. Eastern standard time (equals scheduled downtime of 960 minutes).
- c. Scheduled uptime equals 40,800 minutes (total minutes of 41,760 in February 2012 less 960 minutes of scheduled downtime).
- d. Assuming Actual Uptime of 40,000 minutes, percentage uptime is calculated as follows: $(40,000 / 40,800) * 100 = 98.04\%$.
- e. The threshold of 99.99% less the percentage uptime of 98.04% = 1.95%.
- f. The difference is greater than a 1% reduction in percentage uptime but is less than a 2% reduction in percentage uptime; therefore, Citizens is due 10% of the monthly services fees (prorated) as a service credit.

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

Company Name (“Vendor”): DuCharme, McMillen & Associated, Inc.
Agreement Name/Number (“Agreement”): Master Services Agreement 21-21-0010-00 and Amendment No. 1 thereto

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 checked="" 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.