



AGREEMENT FOR INTEGRATED VENDOR INVOICE SUBMISSION SOFTWARE

This Agreement (“Agreement”) is 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 VIP SOFTWARE CORPORATION, a Delaware corporation (“**Vendor**” or “**VIP**”) having its principal place of business at PO Box 531826, St. Petersburg, FL 33747. Citizens and Vendor shall each be known as a “Party,” and collectively shall be known as the “Parties.”

Recitals

On October 19, 2020, Citizens issued Invitation to Negotiate No. 20-0023 for Integrated Vendor Invoice Submission Software (the “Solicitation”). Vendor’s response to the Solicitation was accepted by Citizens, subject to the terms set forth in this Agreement.

In consideration of the mutual promises and restrictions stated in this Agreement, the Parties acknowledge and agree as follows:

Terms of Agreement

1. **Definitions.** The following terms shall have the following meanings:
 - 1.1. “Agreement” means the Agreement, any exhibits, schedules, attachments, addenda, and amendments thereto.
 - 1.2. “Authorized User(s)” means any users authenticated and identified by Citizens to use the Services.
 - 1.3. “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 69O-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.

- 1.4. "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.
- 1.5. "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 the Agreement.
- 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. "Enhancements" means all modifications, patches, updates, upgrades, improvements, new releases, revisions, corrections and versions to the Services, no matter how numbered or named.
- 1.7. "Service Credit" means the amount of liquidated damages due to Citizens in the case that Vendor does not meet the associated Service Level Standard.
- 1.8. "Services" means all services and Deliverables to be provided by Vendor to Citizens under the Agreement 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.
- 1.9. "Subscription Effective Date" means the date of acceptance of production Services as provided in Section 8.1
- 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 this 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 from the Subscription Effective Date.
- 2.2. **Renewals.** The Agreement may be renewed for one (1), three (3) year renewal period, followed by one (1), two (2) year renewal period 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.**

- 3.1. Vendor shall provide the Services as described herein and as further described in Exhibit A and Exhibit B. The Software-as-a-Service (“SaaS”) Services are further described in Exhibit A: Description of the SaaS Services (“Exhibit A”). The Implementation Services are further described in Exhibit B: Integrated Vendor Invoice Submission System Implementation Statement of Work (“Exhibit B”).
- 3.2. **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. The Services shall be provided solely from within the continental United States and on computing, network, and data storage devices residing therein.
 - 3.2.1. **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.
 - 3.2.2. **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 and reasonably 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 and reasonable election, to immediately terminate the Agreement, in whole or in part, and be entitled to a return of any prepaid Services Fees.
- 3.3. **Development and Test Environments.** In addition to production use of the Services, Citizens is entitled to one (1) development and one (1) 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.

- 3.4. Documentation. Vendor represents that the Services descriptions and the Documentation referenced in Exhibit A and Exhibit B 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.
- 3.5. 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 and reasonable 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. In such a case, Citizens shall provide Vendor with prior written notice of its election.
- 3.6. 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.
- 3.7. 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.

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5. Support; Maintenance; Additional Services.

- 5.1. Technical Support. Vendor shall provide the Technical Support described in Exhibit A and Exhibit B. The Services Fees shall be inclusive of the fees for the Technical Support.
- 5.2. Implementation Services. Vendor shall provide the Implementation Services described in Exhibit B. The Services Fees for any Implementation Services are as described in Section 9.2 and Exhibit B.
- 5.3. Training Services. Vendor shall provide the Training Services described in Exhibit A and Exhibit B.

6. Work Product.

- 6.1. Title to Work Product. With the exception of the Pre-Existing Materials described in Subsection [6.2.] Pre-Existing Materials of this Agreement, 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.
- 6.2. Pre-Existing Materials.
 - 6.2.1. 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.

- 6.2.2. If and to the extent any Pre-Existing Materials of Vendor are embedded or incorporated in the Work Product, Vendor hereby grants to Citizens the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to: (a) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such Pre-existing Materials and any derivative works thereof for Citizens' internal business purposes only; and, (b) authorize others to do any or all of the foregoing for Citizens' internal business purposes only.
 - 6.2.3. If and to the extent any Pre-Existing Materials of third parties are embedded or incorporated in the Work Product, Vendor shall secure for Citizens an irrevocable, perpetual, non-exclusive, worldwide, royalty-free and fullypaid-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 officesoftware (for example, Microsoft Office).
 - 6.2.4. 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.
- 6.3. 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 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. Acceptance.

8.1. 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 materially 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 materially comply with specifications described in Exhibit A and Exhibit B. Upon acceptance by Citizens, Citizens shall promptly issue to Vendor an acceptance noticed by an authorized representative of Citizens confirming acceptance by Citizens.

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AccountsPayable@citizensfla.com

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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; (b) not copy, reproduce, sell, transfer, or otherwise dispose of, give, or disclose such Citizens Confidential Information to third parties other than Vendor Staff who have a need to know in connection with the performance of the Agreement; (c) 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; (d) provide Vendor Staff having

access to Citizens Confidential Information with work environments that protect against inadvertent disclosure to others; (e) use its best efforts to assist Citizens in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any Citizens Confidential Information and to cooperate in promptly remedying such situation; and, (f) advise Citizens immediately in the event that Vendor learns or has reason to believe that any individual who has or has had access to Citizens Confidential Information has violated or intends to violate the terms of 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 and reasonable 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 reasonably necessary 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 and reasonable election, to immediately terminate the Agreement, in whole or in part, if Citizens reasonably determines that Vendor has materially failed to meet its obligations under this Subsection subject to the requirement that notice to Vendor and opportunity to cure be given as provided for in Section 16.5.
- 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 Agreement. 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 Agreement, Vendor shall, as applicable: (a) notify Citizens in accordance with Subsection [11.2.8.] Unauthorized Use or Disclosure of Citizens Data of this Agreement 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 and reasonable 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; (e) the known or approximate date of the loss; (f) how such loss may affect the affected individual; (g) what steps Vendor has taken to protect the affected individual; (h) what steps the affected individual can take to protect himself or herself; (i) contact information for major credit reporting agencies; and, (j) 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 materially 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 and reasonable 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 five (5) 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. If any audit reveals an undercharge by Vendor of five percent (5%) or more for the audit period, Citizens shall promptly refund to Vendor all amounts such audit reveals as having been underpaid to Vendor, and Citizens shall bear the expense of such audit.

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.

12.3.4. Additional Duties. To the extent Vendor is "acting on behalf of" Citizens as provided under Section 119.011(2), Florida Statutes, Vendor must: (a) keep and maintain public records required by Citizens to perform the Services; (b) upon request of Citizens' Records Custodian, provide Citizens with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, for the duration of the term of the Agreement and following the expiration or termination of the Agreement if Vendor does not transfer the records to Citizens; and, (d) upon the expiration or termination of the Agreement, transfer at no cost to Citizens all public records in possession of Vendor or, alternatively, Vendor may keep and maintain all records required by Citizens to perform the Services. If Vendor transfers all public records to Citizens upon the expiration or termination of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. If Vendor keeps and maintains public records upon expiration or termination of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to Citizens, upon request by Citizens' Records Custodian, in a format that is compatible with the information technology systems of Citizens.

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, as set out in this Agreement;
- 13.2.4. it is possessed of knowledge with respect to the Services comparable to competent professionals offering like services in Vendor's business;
- 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 known 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 materially diminish Vendor's ability to deliver the Services or satisfy its contractual obligations;
 - 13.2.11. whether by Vendor's notification, Citizens' sole and reasonable 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 known 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; provided however that Citizens complies with the requirements of Section 9.5. regarding the disputed invoice; 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.

- 13.3.4. Citizens will use the Services only: (1) in compliance with the Agreement; (2) in a manner and for the purpose for which the Services were designed; and (3) only for Citizens' own internal purposes. Unless otherwise explicitly permitted by the Agreement, Citizens may not copy any portion of the Services.
- 13.3.5. Citizens will not: (i) directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services; (ii) modify, translate or create derivative works based on the Services (except to the extent expressly permitted by this Agreement or authorized by Citizens' use of the Services); or (iii) remove, deface or destroy any proprietary marks, notices, labels or the like.
- 13.3.6. Citizens acknowledges that complex software is never wholly free from defects, errors, and bugs. Subject to the other provisions of this Agreement, Vendor gives no warranty or representation that the Services will be wholly free from defects, errors, and bugs.
- 13.3.7. Citizens acknowledges that Vendor will not provide any legal, financial accountancy or taxation advice under this Agreement or in relation to the Services. Except to the extent expressly provided otherwise in this Agreement, Vendor does not warrant or represent that the use of the Services by Citizens will not give rise to any legal liability of Citizens.
- 13.3.8. Citizens will not sell, resell, license, sublicense, distribute, make available, rent or lease any Service or use the Services for the benefit of any third party.
- 13.3.9. Citizens will not use the Services to store or transmit infringing, libelous or otherwise unlawful or tortious material, or to store or transmit material in violation of any third party's privacy rights.
- 13.3.10. Citizens will not remove or export and will not allow the export of re-export of the Services or anything related to or any direct product of the Services from the United State in violation of applicable laws.
- 13.3.11. Citizens is solely responsible for obtaining and maintaining the security of any equipment and ancillary services it needs to connect to, access or otherwise use the Services, including hardware, software, modems, servers, operating systems, networking, web servers and the like.
- 13.3.12. Citizens is responsible for the compliance with the Agreement by those members of its affiliates, agents, and respective successors, assigns, officers, directors and employees who have access to the Services.

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, a "Citizens' Indemnitee" and collectively, the "Citizens' 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 Citizens' 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 Citizens' 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 Citizens' 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 TWICE THE AMOUNT OF SERVICES FEES PAID OR PAYABLE UNDER THE AGREEMENT. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ACTION OR

CLAIM IS BASED IN CONTRACT, EQUITY, TORT, OR OTHERWISE. THIS LIMITATION SHALL NOT APPLY TO: (A) ANY OBLIGATION OF INDEMNIFICATION SET FORTH IN 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. NOTWITHSTANDING THE FOREGOING AND ANY OTHER OBLIGATIONS OF VENDOR IN THIS AGREEMENT, WHICH SUPERSEDE THE SUBJECT MATTER OF THIS PROVISION, VENDOR WILL NOT BE RESPONSIBLE FOR ANY CLAIM ARISING IN CONNECTION WITH CITIZENS' INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CITIZENS' USE OF THE SERVICES... 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. Workers' Compensation Insurance. Workers' Compensation which provides coverage for Vendor's employees and independent contractors' employees, regardless of the state of hire, in at least the minimum statutory limits required by the State of Florida, and Employers' Liability with limits of \$1 million per accident; provided, however, that such workers' compensation policy may exclude coverage for independent contractor employees who are covered by a workers' compensation policy that meets the requirements (including Employers' Liability coverage) set forth herein; [Optional: The workers' compensation policy may also exclude coverage for Vendor's corporate officers or owners who have met all requirements for a coverage exemption in accordance with Florida law;]
- 15.1.2. Commercial General Liability Insurance. Commercial General Liability with minimum limits of \$1 million per occurrence (to include contractual liability for liability assumed hereunder) and \$2 million in the aggregate;
- 15.1.3. Umbrella Excess General Liability and Auto Liability Insurance. Umbrella Excess General Liability and Auto Liability insurance with minimum limits of \$4 million in the aggregate; the umbrella excess policy must afford coverage equivalent to the commercial general liability coverage required in Subsection [15.1.2.] Commercial General Liability Insurance of this Agreement; the policy inception date must also be concurrent with the inception dates of the underlying general liability policy; if vendor maintains commercial general liability coverage that exceeds the

minimum limits identified in Subsection [15.1.2.] Commercial General Liability Insurance of this Agreement, then Vendor may reduce its umbrella excess coverage limit by the corresponding amount;

- 15.1.4. Professional Liability Insurance. Professional Liability (errors and omissions) with minimum limits of \$1 million per claim and \$2 million in the aggregate;
- 15.1.5. 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 - \$1,000,000
- 15.1.6.2. Network Security/Privacy Liability - \$1,000,000
- 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 - \$1,000,000
- 15.2. Insurance Company Qualifications. Each company issuing policies required under Subsection [15.1.] Vendor Insurance Requirements of this Agreement 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. Defense Costs. The limits of indemnity coverage required under Subsection [15.1.] Vendor Insurance Requirements of this Agreement shall not include costs incurred in defending against a claim and shall not be reduced by the payment of such costs; provided, however, that with respect to professional liability coverage as set forth in Subsection [15.1.] Vendor Insurance Requirements of this Agreement, Vendor may alternatively maintain coverage with minimum limits of \$2 million per claim and \$4 million in the aggregate.
- 15.4. Loss History. Vendor shall provide, or Vendor shall request its insurer to provide, upon request by Citizens, a list of claims paid (with amounts) in the three years prior to the date of Citizens' request, together with a list of any outstanding claims with current reserves.
- 15.5. Vendor's Insurance is Primary. The insurance required under Subsection [15.1.] Vendor Insurance Requirements of this Agreement 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.

- 15.6. Citizens to be an Additional Insured. The Commercial General policy in Subsection [15.1.] Vendor Insurance Requirements of this Agreement 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.
- 15.7. Waiver of Subrogation. The insurance required under Subsection [15.1.] Vendor Insurance Requirements of this Agreement shall include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 15.8. Coverage for Indemnity Obligations. The Commercial General Liability, Umbrella Liability, and Professional Liability coverages shall cover claims made under the indemnity provisions of the Agreement.
- 15.9. Notice of Cancellation or Change. To the extent practicable, the Commercial General Liability and Professional Liability policies shall require thirty (30) calendar days prior written notice to Citizens of cancellation, non-renewal or change in any coverage, except for ten (10) calendar days prior written notice for non-payment of premium.
- 15.10. 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 Agreement. The certificates for Commercial General Liability, Umbrella Liability and Professional Liability insurance certificates must correctly identify the type of work Vendor is providing to Citizens under 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 Agreement, whenever Citizens identifies a material 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 Agreement 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 Section, 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 and is taking steps to resolve that dispute; as described in Subsection [9.5] Payment Processing of this Agreement; (b) where any unpaid but undisputed amount due to Vendor is less than ninety (90) calendar days in arrears; (c) during any notice or cure period described in Subsection [16.5.] Termination for Cause of this Agreement 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 Agreement. 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 Agreement; and, (d) reimburse to Citizens any prepaid Services Fees associated with the period of suspension. Notwithstanding any of the foregoing and in addition to its other rights under the Agreement, Vendor may suspend any further use of the Services by Citizens if Citizens fails to pay any undisputed fee that is more than (90) calendar days in arrears by providing notice of such reason for suspension to Citizens. If the Services are so suspended and this Agreement is not thereafter terminated as allowed by this Agreement, Vendor will promptly restore Citizens' use of the Services as soon as the event giving rise to the suspension has been resolved to Vendor's satisfaction.
- 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 and reasonable 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 and shall be entitled to charge for and recover any reasonable "wind-down" costs, and cancellation charges, but not 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 materially 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 Agreement.

- 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 and reasonable 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; and Notices.

- 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 Office
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 and to whom notices provided for in this Agreement will be given. As of the Effective Date, Citizens' and Vendor's Contract Managers are as follows:

Citizens' Contract Manager
Steven Schnake
Citizens Property Insurance Corporation
301 West Bay Street, Suite 1300
Jacksonville, FL 32202
904-407-0627
steven.schnake@citizensfla.com

Vendor's Contract Manager
Jason Brandes

VIP Software Corporation
PO Box 531826
St. Petersburg, FL 33747
317-408-0681
jbrandes@vipsoftware.com

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(26), 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.
- 19.4. Effective Date of Notices. All notices under the Agreement shall be in writing and deemed effective on (a) the date of personal service, (b) the fifth (5th) day after mailing, if by first class mail, registered or certified, postage prepaid, or (c) the date the intended recipient of an email acknowledges by email or other writing as having received the communication (with an automatic “read receipt” not constituting such acknowledgment).

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, which consent shall not be unreasonably withheld or unreasonably delayed. 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 and reasonably 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 and reasonable 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.

[Signature Page Follows]

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**

VIP SOFTWARE CORPORATION

DocuSigned by:

James Adams

52091D0BF5B7478...

Signature

James Adams

Print Name

Chief Claims officer

Title

10/1/2021

Date Signed

Michael A Battis

Signature

Michael Battis

Print Name

VP, Sales

Title

September 30, 2021

Date Signed

DocuSigned by:

Kelly Booten

7B9C7AA80097483...

Signature

Kelly Booten

Print Name

Chief operating officer

Title

10/1/2021

Date Signed

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1. Project Scope

[Redacted]

[Redacted]

2. Project Approach

[Redacted]

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3. Project Kickoff

- Assemble project team, set up admin users and environments (including integration environments).
- Develop Project Plan to include:
 - Project Objectives.
 - Project Schedule.
 - Team responsibilities and expectations matrix.
 - Documented project success criteria and deliverable acceptance criteria.
 - Collaboration and communication tools identified.

Deliverables:

[Redacted text block]

Upon Completion:

[Redacted text block]

4. Requirement Elaboration and Sizing Workshops

[Redacted text block]

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[Redacted]	[Redacted]

[Redacted]

Deliverables:

[Redacted]

Upon Completion:

[Redacted]

5. VIP Deliverable: Initial Solution Design Document

[Redacted]

[Redacted]

Upon Completion.

[Redacted]

6. Sprint X-X: Solution Buildout Sprints

[Redacted]

[Redacted]

Upon Completion.

[Redacted text block]

7. Sprint X: Training

[Redacted text block]

Upon Completion:

[Redacted text block]

8. Project Closure

[Redacted text block]

Upon Completion:

9. Fixed Fee Payment Schedule and Assumptions

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10. Project Assumptions

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11. Payment Terms

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12. Dynamic Scope and Change Control

[Redacted]

[Redacted]

[Redacted]

13. Roles and Responsibilities

[Redacted]

[Redacted]

[Redacted]

14. VIP Responsibilities:

[Redacted]

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15. VIP Resources

Resource	Responsibilities	Involvement
[Redacted]	[Redacted]	[Redacted]

16. Citizens Responsibilities:

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17. Citizens Resources

Resource	Responsibilities	Involvement
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[Redacted]	[Redacted]	[Redacted]

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

Company Name (“Vendor”): VIP Software Corporation
Agreement Name/Number (“Agreement”): Agreement for Integrated Vendor Invoice Submission Software 21-20-0023-00
Primary Vendor Contact Name: Jason Brandes
Telephone: 317- 408 - 0681
Email: jbrandes@vipsoftware.com

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.

Vendor Declaration:

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

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.