

## **WORK ORDER NO. 1 DOCUMENTATION IMPLEMENTATION ENHANCEMENTS STATEMENT OF WORK**

This Work Order Documentation (“Work Order”) shall be incorporated in and governed by the terms of the Agreement for Integrated Vendor Invoice Submission Software (Agreement No.: 21-20-0023-00) dated October 1, 2021 (“Agreement”) by and between **CITIZENS PROPERTY INSURANCE CORPORATION** (“Citizens”) and **VIP SOFTWARE CORPORATION** (“Vendor”).

- 1. Background/Purpose.** The terms of the Agreement contained a flat fee of \$392,000.00 as the Implementation Service Fee (including training). During the Implementation Services Citizens requested several additional enhancements, not originally contemplated under the initial implementation. These include, but may not be limited to, the following enhancements: (Minimum Field Fee) added to invoice PDF; Flat Fee as a Minimum – Supplemental Flat Fee Calculation; Ability to Toggle On/Off Additional Expense and Fee Deduction Fields; Claim Cost Workflow; Add Coverage C and D Fields; Expose IsAPIExported Field in Staging UI; Coverage PDF in Summary Section; Allow Void Invoice Update In UI to Trigger IsAPIExported Field = 0; Claim Cost in PDF; Add UpdateInvoiceStatusByInvoiceType Function; and Allow UpdateInvoiceStatusByInvoiceType. These enhancements greatly increase the value of the Vendor’s implemented solution to Citizens.

In accordance with the Agreement, “...all changes to the flat fee for implementation services required the execution of a Change Order by both parties prior to the commencement of such work by VIP.” Agreement, Exhibit B Paragraph 12. This process was not followed by either Citizens or the Vendor. Following Implementation acceptance, discussions occurred regarding the need for documentation of the services requested and performed. These discussions resulted in this Work Order for these additional enhancements.

The Vendor and Citizens acknowledge that future changes or enhancements to the Vendor’s solution will follow the Change Order process in the Agreement, before the commencement of any additional enhancements which involve a request for monetary reimbursement.

- 2. Payment for Implementation Enhancements.** Work Order Documentation Payment Requirements. Citizens and Vendor agree that appropriate compensation for implementation enhancements is \$96,000.00 (ninety-six thousand U.S. dollars). Upon execution of this Work Order, Vendor shall invoice Citizens for this Work Order under the terms of the Agreement.
- 3. Release Language.** Under the terms of this Work Order, the sufficiency of which is hereby acknowledged, Vendor hereby releases and forever discharges Citizens of any claim for any additional monetary reimbursement (besides the previously paid \$392,000.00 and the \$96,000.00 below) for either Phase 1 or Phase 2, including the entirety of all implementation efforts and Phase 2 to date. Vendor does hereby release and forever discharge Citizens including their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which now have or may hereafter have, arising out of or in any way relating to any and all damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the implementation of the Vendor’s software for Citizens.

**ACCEPTANCE AND AUTHORIZATION**

The terms and conditions of the Work Order shall be enforced through the Terms and Conditions of the Agreement and shall apply in full to the services and products provided under this Work Order.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Work Order.

**CITIZENS PROPERTY INSURANCE CORPORATION**

**VIP SOFTWARE CORPORATION**

DocuSigned by:  
*Jay Adams*  
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DocuSigned by:  
*Michael Battis*  
E009B1A24E44453...

Signature

Signature

Jay Adams

Michael Battis

Print Name

Print Name

Chief Claims officer

CRO

Title

Title

4/6/2023

4/3/2023

Date Signed

Date Signed

DocuSigned by:  
*Kelly Booten*  
789C7AA00097483...

Signature

Kelly Booten

Print Name

Chief Operating Officer

Title

4/6/2023

Date Signed

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

Company Name (“Vendor”): VIP Software Corporation
Agreement Name/Number (“Agreement”): Work Order No. 1 Documentation Implementation Enhancements Statement of Work to Agreement No. 21-20-0023-00
Primary Vendor Contact Name: Jason Brandes, VP Sales
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](http://www.citizensfla.com/contracts). This Addendum is incorporated into the Agreement in order to address Citizens’ public posting of the Agreement and its disclosure to third parties.

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

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

**Vendor must select one of the two declarations below.** If Vendor does not select one of the two declarations below, or if Vendor fails to provide the Redacted Agreement and Redaction Justification within thirty (30) days of Vendor’s receipt of the fully executed Agreement, then without further notice to Vendor, Citizens may post the non-redacted version of the Agreement on its public website and may release it to any member of the public.

<u>Vendor Declaration:</u>
<input checked="" type="checkbox"/> Vendor <b>WILL NOT SUBMIT</b> a Redacted Agreement. Citizens may post Vendor’s full, complete, and non-redacted Agreement on its public website, and may release the Agreement to any member of the public without notice to Vendor.
<b>Or</b>
<input type="checkbox"/> Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor <b>WILL SUBMIT</b> a Redacted Agreement and a Redaction Justification within thirty (30) days of receipt of the fully executed Agreement. Citizens may post Vendor’s Redacted Agreement on its public website, or release it to any member of the public, without notice to Vendor. If Citizens receives a public records request for the Agreement, Citizens will provide only the Redacted Agreement and Redacted Justification to the requestor. Vendor acknowledges that, in the event of any legal challenge regarding these redactions, Vendor will be solely responsible for defending its position or seeking a judicial declaration.