



ATTACHMENT G – CITIZENS TERMS AND CONDITIONS FOR RETIREMENT PLAN ADMINISTRATOR SERVICES

The following sets forth Citizens’ expectations of contractual terms and conditions to be included in the Agreement resulting from this ITN. Citizens is willing to modify these terms and conditions based on industry standards and the Vendor’s reply to this solicitation. Vendors may propose modifications during the Negotiation Phase of the ITN.

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:
 - 1.1. “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) protected under any applicable state or federal law (including Chapter 119, Florida Statutes; Sections 501.171, and 627.351(6), Florida Statutes; Chapter 690-128, Florida Administrative Code; and, 15 U.S.C. § 6801 et seq.); or, (e) whether marked “Confidential” or not, consists of Citizens’ information and documentation related to any Citizens manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, 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.
 - 1.2. “Citizens Data” means any and all data of Citizens (or any Plan participants) 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 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.
 - 1.3. “Deliverables” means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.

- 1.4. "Effective Date" means the date on which the last Party executes this Agreement.
- 1.5. "Plan Assets" means the total combined balance of all participant accounts in the Plans at any one time.
- 1.6. "Plan Sponsor" means Citizens as the Plan Sponsor for the Plans.
- 1.7. "Plans" means the three (3) defined contribution retirement plans.
- 1.8. "Services" means all services and Deliverables to be provided by Vendor to Citizens under this Agreement. If any service or Deliverable is not specifically described in this 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. "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.
- 1.10. "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 this Agreement.

2. Term and Renewals.

- 2.1. Term of Agreement. This Agreement shall commence on the Effective Date and, unless terminated as provided for herein, shall continue for five (5) years from the date Plan Assets are transferred.
- 2.2. Renewals. This Agreement may be renewed for 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 this Agreement at the time of renewal, including any amendments signed by the Parties.

3. Services; Service Requirements.

- 3.1. Description. Vendor shall provide the Services as detailed in Exhibit A.
- 3.2. Key Vendor Staff Resources. Vendor shall provide the following key Vendor Staff resources: **TBD**.
Any alternative or substituted key Vendor Staff resources will require prior written approval by Citizens' Contract Manager or designee.
- 3.3. Vendor Staff Qualifications and Removal. All Vendor Staff shall be properly trained and qualified. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualification 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 (i) lacks the proper training or qualifications to perform the Services; or, (ii) is lacking in honesty or integrity, then Vendor will not allow that person to perform

Services under this Agreement. Further, if Citizens determines that a Vendor Staff member is unsuitable for his/her role under this 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.

4. Service Warranties and Standards.

4.1. General Warranty. Vendor warrants that the Services will be performed and delivered in a professional, first-class manner and in accordance with (i) the Agreement, (ii) all applicable laws, ordinances, rules, and regulations governing Vendor’s performance, (iii) the standards prevailing in the retirement plan administration industry, and (iv) the representations made in Vendor’s XX-page response to Attachment X - Questionnaire for ITN No. 22-0010 (date of response).

4.2. Ability to Perform. As of the Effective Date, Vendor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Vendor’s ability to perform the Services or satisfy its contractual obligations. During the term of this Agreement, Vendor shall immediately notify Citizens Contract Administrator of any change in circumstances that would in any way diminish Vendor’s ability to perform the Services or satisfy its contractual obligations. Whether by Vendor’s notification, Citizens’ sole determination, or otherwise, in any case where Citizens is concerned with Vendor’s ability or willingness to perform this Agreement is in jeopardy, Vendor acknowledges and agrees that, upon Citizens’ request, Vendor shall timely provide Citizens with all reasonable assurances requested by Citizens to demonstrate that Vendor will continue to be able and willing to perform this Agreement.

4.3. Service Level Standards.

4.3.1. Description. In addition to all other requirements in this Agreement, Vendor shall use reasonable and good faith efforts to meet the following Service Level Standards:

Service	Service Level Standard	Service Credit
Conversion of Plan	Plan will be live on Vendor’s systems by the next business day of receipt of finals records from the prior vendor.	Vendor will pay a service credit of 1% of monthly fee per participant per day for every day that the plan is not live on Vendor’s systems.
Automated Phone Line/Participant and Plan Sponsor Website availability	The Automated Phone Line/Participant and Plan Sponsor websites will be available 24 hours/day, 7-days per week 98% of the time excluding planned maintenance periods.	\$1,000 per calendar quarter
Participant Services	80% of calls will be answered	\$1,000 per calendar

Phone Availability and Response Time	within 30 seconds by a live operator, and an abandonment rate of less than 3%.	quarter
Quarterly Statement Delivery to Participants	99% mailed or posted to the website within 15 business days after quarter close.	Not to exceed \$2,000 per calendar quarter
Transaction Confirmation Statements	99% mailed or available on website within 24 hours, or the next business day, of the transaction completion.	\$1,000 per calendar quarter
Fund Balance Transfers	100% processed same day.	Vendor will make the participant whole by crediting any lost earnings (net of any gains) to participant's account.
Investment Election Requests	100% processed same day.	Vendor will make the participant whole by crediting any lost earnings (net of any gains) to participant's account.
Termination/In-Service Withdrawals/Rollovers Out	98% of withdrawals processed within five (5) business days provided the request is received in good order by 4:00 p.m. ET.	\$1,000 per calendar quarter
Unforeseeable Emergency Withdrawals	98% of Unforeseeable Emergency withdrawals processed within five (5) business days	\$1,000 per calendar quarter
Contributions	98% processed same day of receipt in good order with complete and accurate data including financials.	\$1,000 per calendar quarter
Distributions and QDRO processing	Confirm paperwork is complete with required signatures according to procedures of Citizens and process separation. After separation, paperwork will be processed within five (5)	\$1,000 per calendar quarter

	business days of receipt of paperwork in good order.	
Plan Activity Requested via Paper	Any other plan activity received via paper in good order before 4:00 p.m. ET (or the close of the New York Stock Exchange if earlier) of a business day will be processed within five (5) business days or we will make the participant whole by crediting any net lost earnings to participant's account	\$1,000 per calendar quarter
Plan Health	Increase Plan Sponsor's plans health by TBD from its benchmark.	Failure to achieve this standard in any contract year (June 1 to May 31) will result in a TBD credit to Plan Sponsor.

4.3.2. Reports. On a monthly basis, in arrears and no later than the fifteenth (15th) calendar day of the month following the reporting month, Vendor shall provide reports to Citizens describing the performance of the Services as compared to the Service Level Standards. The reports shall be in a form agreed to by Citizens and contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Vendor has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; (d) any Service Credit due to Citizens; and, (e) if requested, a rolling six-month Service Level Standard trend report for the Service Level Standard. Vendor and Citizens will meet as often as reasonably requested by Citizens, but no less than monthly, to review Vendor's performance as it relates to the Service Level Standards. If Vendor fails to provide a report for a Service Level Standard in the applicable timeframe, the Service Level Standard shall be deemed to be completely failed for the purposes of calculating a Service Credit. Vendor shall, without charge, make Citizens' historical Service Level Standard reports available to Citizens upon request.

4.3.3. Failure to Meet Service Level Standards. If Vendor does not meet a Service Level Standard, Vendor shall issue the applicable Service Credits as agreed upon herein. The Service Credits will be issued on Vendor's next invoice to Citizens for the Services. The Service Credits are intended only to cover the diminished value of a Service that is delivered to Citizens. The acceptance of a Service Credit does not waive Citizens' right to pursue other remedial actions or claims under this Agreement. To the extent the underlying acts or omissions constitute an event of default under another section of this Agreement, Citizens may declare an event of default under that section. Notwithstanding the issuance of a Service Credit, Vendor will use its best efforts to minimize the impact or duration of any outage,

interruption or degradation of Service. In no case shall Citizens be required to notify Vendor that a Service Credit is due as a condition of payment of the same.

- 4.3.4. Termination for Repeated Failures. Citizens shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Vendor fails to meet any Service Level Standard for four (4) months out of any rolling twelve (12) month period.
- 4.3.5. Temporary Suspension of Service Level Standards. Vendor will be excused for failing to meet any Service Level Standard if and to the extent such failure is excused under Section 17. 16.. Vendor shall advise Citizens in writing as soon as possible of any circumstance or occurrence which would excuse or affect Vendor's ability to achieve any of the Service Level Standards. In all such cases, Vendor will continue to make all reasonable efforts to achieve the Service Level Standards. Suspension of a Service Level Standard shall not excuse Vendor from accumulating data relevant to that Service Level Standard and reporting such data to Citizens as part of the reports required herein.

5. Deliverables and Work Product.

- 5.1. Deliverables and Financial Consequences for Non-Delivery. Each Deliverable must be delivered by Vendor to Citizens in the time and manner specified in this Agreement. Failure to do so will entitle Citizens to enforce financial consequences which can include: (a) withholding any payment associated with the Deliverable until such delivery is made; (b) the financial consequences shown below; and/or, (c) terminating this Agreement in whole or in part for cause subject to the notice and cure provisions set forth in Section 12.2. below.

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

Deliverable	Description	Due Date	Financial Consequence
Quarterly performance report to Citizens staff	Report to describe the quarterly performance of the Plans	No later than forty-five (45) calendar days following the reporting quarter.	When service level falls below expected response time and impacts business needs, a 1% service credit will be due for that quarter
TBD			

- 5.2. Title to Work Product. With the exception of the Pre-Existing Materials described in Section 5.3., Citizens will have all right, title and interest in and to each Work Product and any derivative works relating thereto (including ownership of copyrights). The use of these Work Products in any manner by Citizens shall not support any claim by Vendor for additional compensation. Each Work Product, and any portion thereof, shall be a "work made for hire" for Citizens pursuant to

federal copyright laws. To the extent any of the Work Product is not deemed a work made for hire by operation of law, Vendor hereby irrevocably assigns, transfers, and conveys to Citizens, or its designee, without further consideration all of its right, title, and interest in such Work Product, including all rights of patent, copyright, trade secret, trademark, or other proprietary rights in such materials. 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 Section shall survive the termination of this Agreement.

5.3. Pre-Existing Materials.

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

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

5.3.3. If and to the extent any Pre-Existing Materials of third parties are embedded or incorporated in the Work Product, Vendor shall secure for Citizens an irrevocable, perpetual, non-exclusive, worldwide, royalty-free and fully paid-up right to use, execute, display, and perform such Pre-Existing Materials. Vendor shall secure such right at its expense and prior to incorporating any such Pre-Existing Materials into any Work Product, and such right must include, if practicable, a right to: (a) copy, modify, and create derivative works based upon such Pre-Existing Materials; and, (b) sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider of Citizens. This Section does not apply to standard office software (e.g., Microsoft Office).

5.3.4. The provisions of this Section shall survive the termination of this Agreement.

6. Changes.

6.1. 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 this 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 performance of 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.

- 6.2. 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 this Agreement. All other changes shall be evidenced by either a writing signed by the Contract Manager or designee of each Party or a formal amendment to this Agreement.

7. Acceptance.

- 7.1. Acceptance Period. For all Services provided under this Agreement, Vendor grants to Citizens a sixty (60) calendar day acceptance period ("Acceptance Period") commencing on the date completed Services are delivered to Citizens. Citizens shall have the right to reject the Services, in whole or in part, during the Acceptance Period for Vendor's failure to meet the specifications associated with the delivered Services (a "Defect"), with such determination to be made in Citizens' reasonable judgment. At the end of the Acceptance Period, if Citizens has not rejected the Services, the Services shall be deemed to be accepted by Citizens; provided, however, that Citizens' acceptance of the Services shall not be deemed a waiver of any of Citizens' warranty rights or other contractual remedies as expressly provided in this Agreement.

- 7.2. Correction of Defects. To the extent a Defect can be corrected and was not the result of any bad faith by Vendor, Vendor shall have thirty (30) calendar days to correct the Defect. The determination as to whether a Defect can be corrected shall be made by Citizens in its reasonable discretion. If Vendor is unable to correct the Defect within this thirty (30) calendar day period, Citizens may, in its sole discretion, terminate this Agreement in whole or in part for cause and pursue such other rights and remedies allowable in law or equity.

- 7.3. Corrective Action Plan. Whenever Citizens identifies a deficiency in Vendor's performance of this Agreement, Citizens may require Vendor to take the following actions: (a) perform a 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. In the case of a Defect identified by Citizens during an Acceptance Period, completion of the cause analysis and implementation of the Corrective Action Plan by Vendor must occur before the end of the thirty (30) calendar day correction period provided above, unless otherwise agreed to by Citizens in its sole discretion.

8. Compensation.

- 8.1. Maximum Compensation and Budget Requirement. Citizens' obligation to pay Vendor for all Services accepted and reimbursable expenses under this Agreement (a) shall not exceed a total dollar amount of **\$DOLLAR AMOUNT**; and,

(b) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis.

- 8.2. Compensation Schedule. TBD.
- 8.3. Invoices. Vendor must timely submit all requests for compensation for Services or expenses, where permitted, in sufficient detail for a pre- or post-audit. The compensation request must include a unique invoice number, be in US dollars, legible, page-numbered, signed, and dated. Vendor shall submit the original invoice to Citizens' Contract Manager or designee as identified in Section 11.2. Contract Managers. All late payment inquiries must be submitted to the attention of Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 and must include, at a minimum, the following: (a) purchase order number/Agreement number/task order number, if applicable; (b) Vendor's name, address, phone number (and remittance address, if different); (c) Vendor's Federal Employment Identification Number; (d) Citizens' Contract Manager's name; (e) invoice date; (f) Services period; (g) taxes listed separately, if applicable (see Section 8.8.); and, (h) itemized Services for which compensation is being sought.
- 8.4. Payment Processing. Citizens may require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under this Agreement and Vendor agrees that it will provide such information as reasonably requested by Citizens. Payment shall be due net thirty (30) calendar days of Citizens' actual receipt of a complete and undisputed invoice. Where a submitted invoice is incomplete, such as not containing the information described in this Section, Citizens will return the incomplete invoice to Vendor for correction within thirty (30) calendar days of Citizens' actual receipt of such invoice. Where Citizens reasonably disputes any part of a complete invoice, such as the amount of the compensation request, Citizens shall pay any undisputed portion of the invoiced amount within (30) calendar days of Citizens' actual receipt of the complete invoice and will describe the basis for the disputed portion of the invoiced amount. Where Vendor disagrees with Citizens dispute of any invoice, the Parties shall seek to resolve the dispute in accordance with the Dispute Resolution Process further described in this Agreement. In no case shall Citizens be subject to late payment interest charges where Vendor has submitted an incomplete invoice or where Citizens has reasonably disputed an invoice. Where Vendor fails to submit an invoice within twelve (12) calendar months of the Services for which compensation is being requested, Vendor acknowledges and agrees that any payment due for such Services is forfeited by Vendor for its failure to timely submit an invoice.
- 8.5. Travel-related Expenses. Vendor agrees to comply with Citizens' then-current Vendor Travel Reimbursement Guidelines, a copy of which can be found on Citizens' website: <https://www.citizensfla.com/b2b>. All travel-related expenses must be pre-approved in writing by Citizens' Contract Manager or designee. Citizens shall reimburse Vendor for pre-approved travel-related expenses incurred in the performance of Services following Citizens' receipt of Vendor's reimbursement request submitted in accordance with the then-current Vendor Travel Reimbursement Guidelines or Citizens will not reimburse Vendor for travel-related expenses. **Unless otherwise agreed with Citizens, Vendor must attend quarterly meetings in person in Jacksonville at no additional charge.**
- 8.6. No Additional Charges. Except for the compensation described in the Compensation Schedule and travel-related expenses, if permitted, Citizens shall not be billed for or be obligated to pay to Vendor any charges, expenses, or other

amounts for the Services or otherwise.

- 8.7. Offsets and Credits. Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) calendar days following Citizens' request.
- 8.8. Taxes. Citizens is a State of Florida, legislatively created, governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Vendor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Vendor agrees that Citizens is not responsible to collect or withhold any federal, state, or local employment taxes, including personal property tax, income tax withholding, and social security contributions, for Vendor or Vendor Staff. Any and all taxes, interest or penalties, including personal property tax or any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Vendor or, if assessed against and paid by Citizens, shall be immediately reimbursed by Vendor upon demand by Citizens.

9. Indemnification and Limitation of Liability.

- 9.1. Indemnification. Vendor shall be fully liable for the actions of Vendor Staff and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, employees, and policyholders (each, an "Indemnitee" and collectively, the "Indemnitees") from suits, actions, damages, liabilities, demands, claims, losses, expenses, fines, penalties, fees, and costs of every name and description (collectively, "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of Vendor, its officers, directors, agents, employees, or contractors, including without limitation: (a) a violation of federal, state, local, international, or other laws or regulations; (b) bodily injury (including death) or damage to tangible personal or real property; (c) a breach of any obligation or representation made by Vendor under this Agreement; (d) any claim that any portion of the Services violates or infringes upon a trademark, copyright, patent, trade secret or intellectual property right; or, (e) Vendor's failure to timely forward a public records request to Citizens for handling.

9.1.1. Vendor's obligations of indemnification with respect to any Claim are contingent upon Citizens (or other Indemnitee) providing Vendor: (a) written notice of the Claim; (b) the opportunity to settle or defend against the Claim at Vendor's sole expense; and, (c) assistance in defending against or settling the Claim at Vendor's sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred or made by an Indemnitee in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld.

9.1.2. Notwithstanding anything in this Agreement to the contrary, Vendor shall not indemnify for that portion of a Claim proximately caused by: (a) a negligent act or omission of an Indemnitee; or, (b) an Indemnitee's misuse or modification of the Service or Work Product.

9.1.3. The obligations in this Section are separate and apart from, and in no way

limit Citizens' rights under any insurance provided by Vendor pursuant to this Agreement or otherwise.

9.1.4. The provisions of this Section shall survive the termination of this Agreement.

9.2. Limitation of Liability.

9.2.1. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECULATIVE OR REMOTE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT.

9.2.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF TWICE THE AMOUNT OF FEES PAYABLE UNDER THIS 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 THIS 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 THIS AGREEMENT; OR, (D) ANY CLAIM OR DAMAGE CAUSED BY VENDOR'S BREACH OF ITS OBLIGATIONS OF DATA SECURITY AND CONFIDENTIALITY AS SET FORTH IN THIS AGREEMENT.

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

9.2.4. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. **Insurance.** 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:

10.1. Workers' Compensation insurance which provides coverage for Vendor's employees or independent contractors' employees, regardless of the state of hire, in at least the minimum statutory limits required by the State of Florida, and Employers' Liability with limits of \$1 million.

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

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

10.4. Professional Liability (errors and omissions) with minimum limits of \$1 million per claim and \$2 million in the aggregate;

- 10.5. Business Interruption with coverage of not less than six (6) months.
- 10.6. Network Security Liability with data breach coverage limits of \$10 million per occurrence and \$10 million in the aggregate.
- 10.7. Upon execution of the Agreement, Vendor must provide to Plan Sponsor a current in-force certificate of insurance evidencing the above coverage limits and subsequent certificates prior to their expiration. Vendor further agrees that it will endeavor to maintain insurance to cover any indemnity obligation that it has assumed under the Agreement. All policies will include provisions that the insurers waive the rights of recovery or subrogation against Plan Sponsor. Plan Sponsor shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any of the aforementioned insurance policies. The payment of such deductible shall be the sole responsibility of Vendor. Unless otherwise agreed in writing by the Contract Administrator, Vendor will endeavor to cause the insurance company issuing such policies to agree to provide thirty (30) calendar days prior written notice to Plan Sponsor of cancellation or change in any coverage.

11. Contract Administration.

- 11.1. Contract Administrator. Citizens shall name a Contract Administrator during the term of this Agreement whose responsibility shall be to maintain this Agreement. Except for written notices not otherwise specifically required herein to be delivered to the Citizens' Contract Manager or designee, all written notices shall be delivered to the Contract Administrator in addition to the Citizens Contract Manager named below. As of the Effective Date, the Contract Administrator is:

Lori Newman, Vendor Management and Purchasing
301 W Bay Street, Suite 1300
Jacksonville, Florida 32202
904-407-0225
Lori.Newman@citizensfla.com

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

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

Citizens' Contract Manager
Merrio Tornillo
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, FL 32303
850-513-3895
merrio.tornillo@citizensfla.com

Vendor's Contract Manager

Name
Company Name
Address
City, State Zip

Phone
Email

Each Party shall provide prompt written notice to the other Party of any changes to their Contract Manager; such changes shall not be deemed Agreement amendments.

- 11.3. 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.

12. Suspension of Services; Termination; Transition Assistance.

- 12.1. Termination without Cause. By one hundred and eighty days (180) calendar days advance written notice, Citizens may terminate this Agreement at its sole discretion and without the need to specify a reason for termination. The actual date of termination of this Agreement will be one hundred and eighty days (180) calendar days from the date of the written notice, or as otherwise specified in Citizens’ written notice (the “Termination Date”). Vendor shall be entitled to payment for Services satisfactorily performed and accepted by Citizens through the Termination Date but shall not be entitled to charge for or recover any “wind-down” costs, cancellation charges, or damages, including lost profits or reliance damages. Vendor shall not have a reciprocal right to terminate without cause; it being understood that Citizens’ payment for Services forms the consideration for Vendor not having this right. In the event of Citizens’ termination without cause, Citizens, at Citizens’ sole election, may also require Vendor to provide the Transition Assistance as further described in this Agreement.

- 12.2. Termination for Cause. Either Party may terminate this Agreement if the other Party fails to honor its material obligations under this Agreement. Unless otherwise provided herein, before terminating this Agreement, the Party that believes the other Party is failing to perform this 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 this Agreement and pursue any remedies allowed in law or equity. Instead of terminating this Agreement in whole, Citizens may elect to terminate this Agreement in part, in which case Vendor shall continue to provide Services on any portion of the Agreement not terminated. If after termination it is determined that Vendor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued without cause under Section 12.1.

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

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

12.4.1. Transition Assistance shall mean any transition services, functions, or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a vendor are fully transitioned in a smooth and efficient manner to the purchaser or to a successor vendor. Transition Assistance includes the development and implementation of a detailed transition plan, if requested. To the extent the Transition Assistance will involve a successor vendor, Vendor agrees that it will cooperate with such successor vendor. As reasonably required by Vendor, Citizens shall cause any successor vendor to execute a non-disclosure agreement acceptable to Vendor.

12.4.2. The return of Citizens Data to Citizens by Vendor that is required upon the termination of this Agreement under Section 16.8. is an obligation of Vendor that survives the termination of this Agreement and is separate and distinct from, and not dependent upon, any provisioning of Termination Assistance.

12.4.3. Transition Assistance rendered before the Termination Date shall be provided at no additional cost to Citizens. Transition Assistance rendered after the Termination Date shall be provided at the rates stated in this Agreement or rates negotiated by the Parties prior to the rendering of the post-termination Transition Assistance; provided however, that if Citizens terminates this Agreement because of a breach by Vendor, then the post-termination Transition Assistance shall be provided at no cost to Citizens.

13. Disputes.

13.1. Dispute Resolution Process. Each Party will make a good faith effort to resolve any disputes relating to this 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 section shall not apply if (a) a Party considers the immediate commencement of a legal action for an injunction necessary to protect its interests (e.g., to protect against the improper use or disclosure of its confidential information); or, (b) the dispute is subject to another provision in this 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.

13.2. Jurisdiction and Venue; Waiver of Jury Trial. This 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 this 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.

13.3. The provisions of this Section shall survive the termination of this Agreement.

14. Records; Audits; Public Records Laws.

14.1. Record Retention. Vendor shall retain all records relating to this Agreement for the longer of: (a) five (5) years after the termination of this Agreement; or, (b) the period specified by Citizens as necessary to comply with Florida law.

14.2. 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 this Agreement, upon written notice to Vendor of at least three (3) business days. Vendor also agrees to reasonably cooperate with any independent inquiries made by Citizens' Office of Internal Audit and Office of the Inspector General. Vendor shall cooperate with the requestor and provide requested documentation in a timely manner (preferably within five (5) business days). Vendor must resolve any deficiencies discovered during an audit within ninety (90) calendar days from being reported. Citizens may extend the response time period in its sole discretion. Citizens has the right to conduct follow-up audits to assess Vendor's corrective action(s). Any entity performing auditing services on behalf of Citizens pursuant to this Section 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 or inquire as set forth in this Section. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor's compliance with this Agreement which result in termination for cause or in regulatory or criminal penalties in connection with performance of this Agreement. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; expert witness fees; and, documentary fees.

14.3. Public Records 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 this Agreement may be subject to disclosure to third parties.

14.3.1. 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.

14.3.2. 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 this 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.

- 14.3.3. Vendor's Duty to Forward Records Requests to Citizens. If Vendor receives a PRR that is in any way related to this 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 the Party responsible for coordinating the response and production to the PRR. Vendor shall communicate with Citizens to determine whether requested information is confidential and/or exempt from public records disclosure requirements. Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Florida's Public Records Laws.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT CITIZENS' RECORDS CUSTODIAN AT (i) (850) 521-8302; (ii) RECORDSREQUEST@CITIZENSFLA.COM; OR, (iii) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303.

- 14.4. 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 this Agreement, Citizens may unilaterally terminate this Agreement 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.
- 14.5. The provisions of this Section shall survive the termination of this Agreement.

15. Non-Disclosure of Citizens Confidential Information.

- 15.1. 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 this Agreement; (c) not copy, reproduce, sell, transfer, or otherwise dispose of, give, or disclose such Citizens Confidential Information to third parties other than Vendor Staff who have a need to know in connection with the performance of this Agreement; (d) be solely responsible for informing any Vendor Staff with access to Citizens Confidential Information of the provisions of this Agreement and to be responsible for any acts of those individuals that violate such provisions; (e) provide Vendor Staff having access to Citizens Confidential Information with work environments that protect against inadvertent disclosure to others; (f) use its best efforts to assist Citizens in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any Citizens Confidential Information and to cooperate in promptly remedying such situation; and, (g) advise Citizens immediately in the event that Vendor learns or has reason to believe that any individual who has or has had access to Citizens Confidential Information has violated or intends to violate the terms of this 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.
- 15.2. 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).
- 15.3. 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.
- 15.4. 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.
- 15.5. 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.
- 15.6. Return of Citizens Confidential Information. Upon Citizens' request during the term of this Agreement or upon the termination of this Agreement for any reason, Vendor shall promptly return to Citizens all copies, whether in written, electronic or other form or media, of Citizens Confidential Information in its possession, or securely dispose of all such copies, and certify in writing to Citizens that Citizens Confidential Information has been returned to Citizens or disposed of securely.
- 15.7. 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).

- 15.8. 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 Administrator in writing of such inability and such inability on Vendor's part will serve as justification for the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part at any time after the inability becomes known to Citizens.
- 15.9. Remedies. Vendor acknowledges that breach of Vendor's obligations under this Section 15 may give rise to irreparable injury to Citizens and Citizens' customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Citizens may seek and obtain injunctive relief against the breach or threatened breach of the provisions of this Section 15, in addition to any other legal remedies which may be available, including, the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part.
- 15.10. The provisions of this Section shall survive the termination of this Agreement.

16. Data Security.

16.1. Citizens Data.

- 16.1.1. 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.
- 16.1.2. 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 providing 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 16 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.
- 16.1.3. Extraction of Citizens Data. During the term of this Agreement, Vendor shall, within five (5) business days of Citizens' request, provide Citizens, without any charge, conditions, or contingencies whatsoever (including but not limited to the payment of any fees due to Vendor), an extract of Citizens Data in the format specified by Citizens.
- 16.1.4. 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 herein. Any backups of Citizens Data shall not be considered in calculating any storage used by Citizens.

16.2. Security and Confidentiality of Citizens Data.

16.2.1. 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 the availability of Citizens Data; and, (f) ensure the proper disposal of Citizens Data.

16.2.2. 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.

16.2.3. Audit of Vendor's Privacy and Security Controls.

16.2.3.1. Audit Reports. For each calendar year during the term of this Agreement, upon sixty (60) calendar days of 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.

16.2.3.2. 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 this 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 programs.

16.2.3.3. Audit Findings. Vendor shall implement any required safeguards as identified by Citizens or by any audit of Vendor's privacy and security controls.

16.3. 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.

16.4. 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).

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

any Citizens Data outside of the United States.

- 16.6. Unauthorized Use or Disclosure of Citizens Data. Vendor shall use its best efforts to assist Citizens in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any Citizens Data and shall cooperate in promptly remedying such situation. Without limiting the foregoing, Vendor shall: (a) advise Citizens immediately in the event that Vendor learns or has reason to believe that any individual who has or has had access to Citizens Data has violated or intends to violate the terms of this 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, where Vendor maintains computerized Citizens Data that includes personal information, as defined in such statute, disclose to Citizens any breach of the security of the system associated with the 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
- 16.7. Subcontractors. The provisions of this Section shall apply to each of Vendor's subcontractors at any level who obtain access to Citizens Data.
- 16.8. Return of Citizens Data Upon Termination. Upon the termination of this Agreement for any reason, within five (5) business days following such termination, Vendor shall provide to Citizens, without any charge, conditions, or contingencies whatsoever (including but not limited to the payment of any fees due to Vendor), a full and complete extract of Citizens Data in the format specified by Citizens. Further, Vendor shall certify to Citizens the destruction of any Citizens Data within the possession or control of Vendor; provided, however, that such destruction shall occur only after: (a) Citizens Data has been returned to Citizens; and, (b) Citizens has acknowledged in writing to Vendor that Citizens has fully and adequately received the Citizens Data.
- 16.9. 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 16, it will immediately notify Citizens Contract Administrator in writing of such inability and such inability on Vendor's part will serve as justification for the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part at any time after the inability becomes known to Citizens.
- 16.10. Remedies. Vendor acknowledges that breach of Vendor's obligation under this Section 16 may give rise to irreparable injury to Citizens and Citizens' customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Citizens may seek and obtain injunctive relief against the breach or threatened breach of any of the provisions of this Section 16, in addition to any other legal remedies which may be available, including, the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part.
- 16.11. The provisions of this Section shall survive the termination of this Agreement.

17. Miscellaneous.

- 17.1. Business Continuity and Disaster Recovery Plan. Vendor shall have a viable, documented, effective and annually tested business continuity/disaster recovery strategy plan in place to mitigate the potential disruption of Services. Within thirty

(30) calendar days of execution of the Agreement, at its own cost and expense, Vendor shall provide to Citizens evidence and results of its tested business continuity/disaster recovery plan and annually thereafter by April 15th during the term of this Agreement.

- 17.2. 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.
- 17.3. Vendor Conflicts of Interests. Vendor must execute a Conflict of Interest Form as required by Citizens from time to time. 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.
- 17.4. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
- 17.5. 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.
- 17.6. Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement. This includes: (a) registration and annual renewal of authority to transact business in the State of Florida (via www.sunbiz.org) or Vendor's annual 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.

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.

- 17.7. Subcontracting. Vendor shall not enter into any subcontracts for the performance of the Services or assign or transfer any of its rights or obligations under this Agreement, without Citizens' prior written consent and any attempt to do so shall be void and without effect. Vendor's use of any subcontractors in the performance of the Services shall not relieve Vendor of any of its duties or obligations under this Agreement, and Vendor shall indemnify and hold Citizens harmless from any payment required to be paid to any such subcontractors.
- 17.8. Severability. If a court deems any provision of this 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.
- 17.9. Headings. The sections and headings herein contained are for the purposes of identification only and shall not be considered as controlling in construing this Agreement.
- 17.10. 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 reserves 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.
- 17.11. Waiver. The delay or failure by a Party to exercise or enforce any of its rights under this 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.
- 17.12. Modification of Terms. Except as otherwise provided for herein, this Agreement may only be modified or amended upon a mutual written contract amendment signed by Citizens and Vendor or as otherwise permitted by this Agreement. Vendor may not unilaterally modify the terms of this Agreement in any manner such as by affixing additional terms to any Deliverable (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" or "click through" terms, whether written or electronic) or by incorporating such terms onto Vendor's order or fiscal forms or other documents forwarded by Vendor for payment and any such terms shall have no force or effect upon Citizens or this 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.
- 17.13. Assignments. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each Party, but only as permitted under this Agreement. Each Party binds itself and its respective successors and assigns in

all respects to all of the terms, conditions, covenants and provisions of this Agreement. Vendor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under this Agreement without the prior written consent of Citizens. In the event of any assignment, Vendor shall remain liable for performance of this Agreement unless Citizens expressly waives such liability. Citizens may assign this Agreement with prior written notice to Vendor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Citizens.

- 17.14. Notice and Approval of Changes in Ownership. Because the award of this 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 this Agreement, Vendor represents that it has no knowledge of any intent to transfer a substantial interest in Vendor. A substantial interest shall mean at least twenty-five percent (25%) of the voting shares or control over Vendor. This Section shall not apply to: (a) transfers occurring upon the incapacitation or death of an owner; (b) transfers associated with an initial public offering on a major stock exchange; or, (c) transfers to a company whose stock is publicly traded on a major stock exchange.
- 17.15. Assignment of Antitrust Claims. Vendor and Citizens recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the ultimate consumer. Therefore, Vendor hereby assigns to Citizens any and all claims under the antitrust laws of Florida or the United States for overcharges incurred in connection with this Agreement.
- 17.16. Force Majeure. Neither Party shall be responsible for delays or disruptions in performance if the cause of the delay or disruption was beyond that 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. In no case shall Vendor's labor matters, such as strikes or availability of subcontractors, if any, be considered a force majeure event. Further, this Section 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 delays or disruptions hereunder, Vendor must promptly notify Citizens in writing of the delay or disruption. If the delay or disruption is justified, as solely determined by Citizen, Citizens will give Vendor a reasonable extension of time to perform; provided, however, that Citizens may elect to terminate this Agreement in whole or in part if Citizens determines, in its sole judgment, that such a delay or disruption will significantly impair the value of this Agreement to Citizens. THE FOREGOING EXTENSION OF TIME SHALL BE VENDOR'S SOLE REMEDY WITH RESPECT TO FORCE MAJEURE EVENTS. Vendor shall not be entitled to 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.

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 Section, including the timely activation of Vendor's business continuity and disaster recovery plans. Where Vendor fails to undertake such efforts, the delay or disruption shall be included in the determination of any service level achievement.

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.

- 17.17. Execution in Counterparts. This 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.
- 17.18. Public Records Addendum ("Addendum"). Vendor agrees that the Addendum attached hereto is hereby incorporated into this Agreement in order to address the public posting of this Agreement and its disclosure to third parties.
- 17.19. Entire Agreement. This Agreement, and any exhibits, schedules and attachments hereto, set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous proposals, agreements or understandings with respect to the subject matter hereof.

Exhibit A - Statement of Work

1. **Description of Services.** This is a starting point for Services, additional details to be built out during the Negotiation Phase of the Solicitation.

Vendor shall work with the Retirement Plan Committee, Citizens staff, and Citizens' third-party financial advisor (currently Sageview Advisory Group LLC) to ensure that the Plans are administered in an effective, efficient, responsible, and professional manner, consistent with industry best practices. To this end, these Services will include but are not limited to the following:

- accurate plan record-keeping and plan administration;
- accurate and timely processing and allocation of contributions including those from employees and employer such as regular, catch-up and true-up; earnings; and withdrawals;
- meeting all regulatory compliance requirements;
- plan document maintenance, including summary Plan documents and required amendments;
- participant communications, including timely participant statements, enrollment information, and required communication;
- comprehensive website portal and proactive call center for participant inquiries;
- custodial trustee services;
- conducting periodic employee educational sessions, answering employee questions, and distributing materials;
- Plan Sponsor support through a dedicated service team;
- senior representative's attendance at quarterly Plan committee meetings and special meetings as needed (in person attendance required at least once per year); and,
- if applicable, work with Citizens to transition from the current vendor Empower Retirement, LLC to the new platform. This may include developing an account transfer communication plan to encourage participant involvement in transfers and a mapping strategy for those participants who make no transfer election.

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

Company Name (“Vendor”):
Agreement Name/Number (“Agreement”):
Primary Vendor Contact Name:
Telephone:
Email:

Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes. As a part of providing public access to Citizens’ records, Citizens makes its contracts available on Citizens’ external website located at www.citizensfla.com/contracts. This Addendum is incorporated into the Agreement in order to address Citizens’ public posting of the Agreement and its disclosure to third parties.

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

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

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

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