



TASK ORDER NO. 2 TO AGREEMENT # 22-22-0005-04

This Task Order No. 2 (the "Task Order") is issued by CITIZENS PROPERTY INSURANCE CORPORATION ("Citizens"), whose principal address is 2101 Maryland Circle, Tallahassee, Florida 32303, and DIRECT INTERACTIONS INC ("Vendor"), having its principal place of business at 3739 Balboa St. #191, San Francisco, California 94121. Citizens and Vendor shall each be known as a "Party," and collectively shall be known as the "Parties."

Citizens and the Vendor agree to the following:

- I. **MASTER AGREEMENT.** This Task Order is directly related and subject to Agreement #22-22-0005-04 between Citizens and Vendor (the "Master Agreement").
- II. **SCOPE OF WORK.** Citizens and Vendor agree that Services and any deliverables for this Task Order are set forth as follows:

Task Order Term	This Task Order shall be effective on the date of last signature. The end date for this Task Order will be the earlier of November 30, 2022, or upon the completion of the Services set forth in this Task Order. This Task Order is subject to Citizens' right to early termination if Services are no longer required.
Citizens' Contact for Task Order	Jason Oliver Citizens Property Insurance Corporation 301 W. Bay Street, Suite 1300 Jacksonville, FL 32202 904-472-8847 jason.oliver@citizensfla.com
Vendor's Contact for Task Order	Matt Storey Direct Interactions Inc. 3739 Balboa St. #191 San Francisco, CA 94121 206-603-8607 matt@directinteractions.com

Scope of Work to be Performed by Vendor	<p>Vendor will provide CAT Response call services in accordance with Section 3.2. of the Master Agreement. This Task Order is to cover a potential short-term volume influx above the daily call capacity of the staff dedicated to the Citizens program.</p> <p>Citizens and Vendor will work together to determine necessary Vendor Staff to accommodate incoming call volume by the hour. The Parties will confirm this determination, and any changes to this determination, in writing. Vendor shall provide hourly reporting of Vendor Staff handling CAT Response calls in order to facilitate changes to staffing as determined by Citizens in order to meet the services, deliverables, and Service Levels Agreements ("SLAs") as described in the Agreement.</p>
Compensation	<p>In accordance with Exhibit E – Compensation Schedule to Master Agreement, Citizens agrees to pay the following:</p> <p>a) Hourly Rates. Thirty-two U.S. dollars and fifty U.S. cents (\$32.50) per hour per resource during the hours of 7am-7pm EST each day of the activation.</p>
Compensation Structure	<p>Vendor will be paid in accordance with terms of the Agreement and this Task Order for Services rendered.</p>

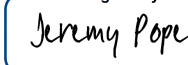
- III. **PUBLIC RECORDS ADDENDUM.** Vendor agrees that the Public Records Addendum attached hereto as Addendum 1 to Task Order No. 2, (the "Addendum") is hereby incorporated into this Task Order in order to address the public posting of this Task Order No. 1, and its disclosure to third parties.

Except when this Task Order specifically references a section of the Agreement which is in conflict, the terms of the Agreement shall take precedence. If a conflict exists, the non-conflicting portion(s) of the term or provision of the less controlling documents shall remain enforceable.

[Signature Page Follows]

Citizens and Vendor certify by their undersigned authorized agents that they have read this Task Order and agree to be bound by its terms and conditions.

**CITIZENS PROPERTY
INSURANCE CORPORATION:**

DocuSigned by:

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SIGNATURE:

Jeremy Pope

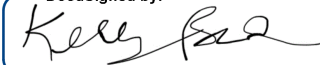
PRINT NAME:

VP Customer Experience

TITLE:

11/11/2022

DATE:

DocuSigned by:

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SIGNATURE:

Kelly Booten

PRINT NAME:

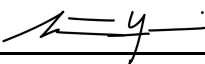
Chief Operating Officer

TITLE:

11/11/2022

DATE:

DIRECT INTERACTIONS INC:



SIGNATURE:

Stephen Yanni

PRINT NAME:

Chief Operating Officer

TITLE:

11/10/2022

DATE:

ADDENDUM 1 PUBLIC RECORDS ADDENDUM ("ADDENDUM")

Company Name ("Vendor"): Direct Interactions Inc
Agreement Name/Number ("Agreement"): Task Order No. 2 to Agreement #22-22-0005-04
Primary Vendor Contact Name: Matt Storey
Telephone: 206-683-8601
Email: matt@directinteractions.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) 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 checked="" 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.
<p>Or</p> <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.