



AGREEMENT FOR
BUSINESS PROCESS OUTSOURCING (BPO) – CALL CENTER
SERVICES – CATASTROPHE ONLY

This Agreement ("Agreement") is between CITIZENS PROPERTY INSURANCE CORPORATION ("**Citizens**"), a legislatively created Florida governmental entity, having its principal place of business at 2101 Maryland Circle, Tallahassee, Florida 32303, and ACTIVUS CONNECT ("**Vendor**") having its principal place of business at 7512 Dr. Phillips Blvd, Suite 50-158, Orlando, Florida 32819. Citizens and Vendor shall each be known as a "Party," and collectively shall be known as the "Parties."

Recitals

On January 31, 2022, Citizens issued Request for Proposal No. 22-0005 for Business Process Outsourcing (BPO) – Call Center Services – Catastrophe Only (the "Solicitation"). Vendor's response to the Solicitation was accepted by Citizens, subject to the terms set forth in this Agreement.

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

Terms of Agreement

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:
 - 1.1. "CAT" means a natural or manmade event or a declared state of emergency in Florida (e.g., a hurricane), that will likely result in a substantial increase in calls to Citizens and could trigger CAT Response Services as described in Section 3 of this Agreement and any applicable Task Order.
 - 1.2. "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, training materials, 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.

- 1.3. "Citizens Data" means any and all data of Citizens in an electronic format that: (a) has been provided to Vendor by Citizens; (b) is collected, used, processed, stored, or generated as a result of the Services; or, (c) is private information or personally identifiable information 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.
- 1.4. "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
- 1.5. "Effective Date" means the date on which the last Party executes this Agreement.
- 1.6. "Service Commencement Date" means the mutually agreed upon date on which Vendor is required to begin providing the Services. The Service Commencement Date must be established by the Parties in writing via letter, email or other means. Once established, the Service Commencement Date may not be changed without mutual agreement of the Parties.
- 1.7. "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.
- 1.8. "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.
- 1.9. "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 one (1) year.
- 2.2. Renewals. This Agreement may be renewed for three (3), one (1) year renewal periods either: (a) by Citizens, at its discretion upon twenty-one (21) calendar days prior written notice to Vendor; or, (b) by mutual written agreement of the Parties. Renewals shall be subject to the same terms and conditions set forth in this

Agreement at the time of renewal, including any amendments signed by the Parties.

3. **Services; Service Requirements.**

- 3.1. **Task Order Process.** From time to time during the term of this Agreement, Citizens may request information from Vendor regarding Vendor's capabilities to handle CAT Response calls in the upcoming weeks or months. Based on the information provided and mutual agreement, Citizens may issue a Task Order setting forth the relevant terms on which Vendor agrees to handle such calls when needed. The terms may include number of resources, timeframes in which the resources will become available, applicable charges (hourly rate per Customer Service Representative ("CSR")), and any other applicable fees or reimbursements. See **Exhibit A – Sample Task Order Form.**
- 3.2. **General Requirements.** Unless otherwise provided in a Task Order, CAT Response calls will be handled on a twenty-four (24) hours a day, seven (7) days a week basis. Vendor is required to begin training within seventy-two (72) hours of notice and have trained Vendor Staff activated to handle an agreed-upon volume of CAT Response calls over a limited number of days or months. The position description for CSRs, which may be updated from time to time, is set forth on **Exhibit B – Position Description.** Because the amount of CAT Response calls will vary depending on the severity and location of the CAT, the Parties must work together to establish good faith forecasting estimates and parameters prior to and after the CAT. Due to the unforeseen nature of CAT, there may be long periods of time in which no CAT Response Call Services are needed.
- 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 (a) lacks the proper training or qualifications to perform the Services; or, (b) 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.
- 3.4. **Background Checks.** All Vendor Staff will be subject to a background check that will verify the proposed Vendor Staff has met the minimum education, qualifications, and experience requirements.
- 3.5. **Compliance with Fair Credit Reporting Act.** Vendor will comply with all requirements of the federal Fair Credit Reporting Act, including the provision to Vendor Staff of all required pre-notification and post-report notices. Vendor is responsible for any adverse action notices that may apply to its employment decisions.

- 3.6. Signed Confidentiality Acknowledgement Form. Vendor will have all Vendor Staff execute Citizens Confidentiality Acknowledgement Form annually and prior to onboarding new staff. These forms are due every January 1st for the term of the Agreement. The Confidentiality Acknowledgement Form will be substantially as set forth on **Exhibit C – Confidentiality Acknowledgement Form**.

4. Training.

- 4.1. Vendor shall be responsible to facilitate and present training to Vendor Staff as reasonably directed by Citizens. All training shall be completed in full prior to activation of a Vendor Staff member, however no training is required before a Service Commencement Date has been mutually agreed upon by the Parties.
- 4.2. At Citizens sole discretion, training requirements may be postponed or waived prior to or during a CAT.
- 4.2.1. Vendor shall use Citizens' provided training, framework, materials, and expertise on any system or topic specific to Citizens.
- 4.2.2. Vendor shall participate in Citizens' initial training for Vendor's provided trainers. This will be billed by Vendor at the Training Fee rate. This may be a train-the-trainer type of environment which could be in person, via the web, or any other developed method of delivery. If the initial training is in person, it may be held, at Citizens' sole discretion, at Citizens' offices or Vendor's location.
- 4.2.3. Citizens may, at times, offer a Citizens approved subject matter expert to be available for any training session.
- 4.2.4. Vendor Staff may be required to complete a knowledge assessment associated with certain training topics before the Vendor Staff is able to work on any Services.
- 4.2.5. Vendor shall be prepared to maintain records of certain events including, but not limited to, completed knowledge assessments, dates of training, classes attended, and length of training, for each Vendor Staff and shall be prepared to provide to Citizens the data at a reasonable time frame as requested by Citizens.
- 4.3. Vendor shall be responsible for training, including follow-up training as deemed necessary by Citizens, for Vendor Staff associated on all applicable Citizens' policies. Citizens will notify and provide Vendor with a copy of all Citizens' policies that must be followed. Vendor must conduct its training using training materials provided by Citizens, including incorporating updates in policies and procedures as provided by Citizens.
- 4.4. Vendor will provide Citizens' Contract Manager with proof of training, in a format acceptable to Citizens, no later than ten (10) business days after the completion of training. Vendor shall be responsible for maintaining complete training records for Vendor Staff.

5. Service Warranties and Standards.

- 5.1. General Warranty. Vendor warrants that the Services will be performed and

delivered in a professional competent and workmanlike manner in accordance with this Agreement and the standards prevailing in the industry. Acceptance of or payment for the Services by Citizens shall not relieve Vendor of these responsibilities. The warranty and covenants in this Section will extend to and bind Vendor's subcontractors, if any.

- 5.2. 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.
- 5.3. Monitoring of Performance. Vendor shall continuously monitor and record its performance to ensure that all of Vendor's responsibilities and obligations hereunder are being met and fulfilled. Citizens may conduct programmatic and other administrative contract monitoring during the term of this Agreement. The purpose of this monitoring is to ensure that all of Vendor's responsibilities and obligations are being met and fulfilled. Such monitoring may include on-site visits, report reviews, invoice reviews, compliance reviews, and a review of any other areas reasonably necessary. Vendor acknowledges and agrees that Citizens may also monitor and record Vendor Staff communications to the extent they occur within or are connected to any Citizens resource, such as electronic or telecommunications systems.
- 5.4. Service Level and Quality Assurance Standards.
- 5.4.1. Description. In addition to all other requirements in this Agreement, Vendor shall meet the Service Level Standards are set forth below. The Service Level Standards below can be reasonably adjusted by Citizens, if provided in writing within a minimum of thirty (30) calendar days' notice.

SERVICE LEVELS – TO BE MEASURED PER CALL	
Response Rate	Service Credit
Eighty percent (80%) of calls will be answered in twenty (20) seconds or less beginning seventy-two (72) hours after notice to ramp-up has been provided, until final notification for ramp-down has been requested.	Five percent (5%) of monthly invoice.

QUALITY ASSURANCE STANDARD	
Minimum Standard	Service Credit
As measured on a monthly basis Vendor shall meet or exceed a ninety-five percent (95%) quality assurance score based upon the quality assurance guidelines provided by Citizens.	Five percent (5%) of monthly invoice.

- 5.4.2. 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; and (d) any Service Credit due to Citizens. Vendor and Citizens will meet as often as reasonably requested by Citizens 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.
- 5.4.3. Failure to Meet Service Level Standards. Time is of the essence in meeting the Service Level Standards. If Vendor does not meet a Service Level Standard, Vendor shall issue the applicable Service 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.
- 5.4.4. 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 16.15. or the monthly call volume provided by Citizens exceeds the forecasted volume by ten percent (10%) or more. 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.

6. **Deliverables and Work Product.**

- 6.1. **Deliverables and Financial Consequences.** Each Deliverable must be delivered by Vendor to Citizens in the time and manner specified in this Agreement (including any agreed-upon Task Order). Failure to do so will entitle Citizens to enforce financial consequences which can include: (a) withholding any payment associated with the Deliverable until such delivery is made; and/or, (b) terminating this Agreement in whole or in part for cause subject to the notice and cure provisions set forth in Section 11.3. below.

Deliverable	Description	Due Date
Daily Call Handling Reporting	See Exhibit D – Sample Daily Call Handling Report.	No later than 5:30am EST the next day.
Business Continuity Plan	Details the methodology and timelines for business continuity in the event of a disaster or major system outage.	Within ten (10) days of written request
Security Plan	Establishes procedures for the protection of Citizens Confidential Information and / or Citizens Data.	Within ten (10) days of written request

- 6.2. **Title to Work Product.** With the exception of the Pre-Existing Materials described in Section 6.3., 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.

6.3. Pre-Existing Materials.

6.3.1. 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.

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

6.3.3. 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).

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

7. Compensation.

7.1. 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 six million nine hundred and fifty-one thousand eight hundred and twenty-six U.S. dollars (\$6,951,826.00); and, (b) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis. Before issuing a Task Order, Citizens staff will ensure that these two conditions have been met.

7.2. Compensation Schedule. Vendor will be paid on a monthly basis for the Services delivered in the preceding month according to **Exhibit E – Compensation Schedule**. Citizens does not represent or guarantee that Vendor will receive any Task Orders or minimum volume of work under this Agreement.

7.3. 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 10.2. 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 on a monthly basis 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 7.8.); and, (h) itemized Services for which compensation is being sought.

- 7.4. 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.
- 7.5. 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.
- 7.6. 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.
- 7.7. 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.

- 7.8. 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.

8. Indemnification and Limitation of Liability.

- 8.1. 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 "Indemnatee" 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 Indemnatee, 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.
- 8.1.1. Vendor's obligations of indemnification with respect to any Claim are contingent upon Citizens (or other Indemnatee) providing Vendor: (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 Indemnatee in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld.
- 8.1.2. 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 Indemnatee; or, (b) an Indemnatee's misuse or modification of the Service or Work Product.
- 8.1.3. 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.

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

8.2. Limitation of Liability.

8.2.1. 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.

8.2.2. 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 COMPENSATION AUTHORIZED IN THE TASK ORDER FROM WHICH THE CLAIM ACTION OR CLAIM AROSE. 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 CONFIDENTIALITY SET FORTH IN THIS AGREEMENT.

8.2.3. 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.

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

9. Insurance.

9.1. Vendor Insurance Requirements. During the term of this Agreement and upon activation by Citizens, Vendor will maintain at its sole expense the following insurance, purchased from an insurer licensed to transact business in the State of Florida:

9.1.1. Workers' Compensation which provides coverage for Vendor's employees and independent contractors' employees, regardless of the state of hire, in at least the minimum statutory limits required by the State of Florida, and Employers' Liability with limits of one million U.S. dollars (\$1,000,000.00) per accident; provided, however, that such workers' compensation policy may exclude coverage for independent contractor employees who are covered by a workers' compensation policy that meets the requirements (including Employers' Liability coverage) set forth herein. The workers' compensation policy may also exclude coverage for Vendor's corporate

officers or owners who have met all requirements for a coverage exemption in accordance with Florida law;

- 9.1.2. Commercial General Liability with minimum limits of one million U.S. dollars (\$1,000,000.00) per occurrence (to include contractual liability for liability assumed hereunder) and five million U.S. dollars (\$5,000,000.00) in the aggregate; and,
- 9.1.3. Information Security/Cyber Liability insurance written on a "claims-made" basis covering Vendor and Vendor Staff for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all Services, including, without limitation, claims, other demands and any payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy. The Information Security/Cyber Liability Insurance must include internet media liability including cloud computing and mobile devices for protection of confidential information and customer data whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use, including regulatory action expenses, and notification and credit monitoring expenses with at least the minimum limits listed below. Coverage must be renewed for two (2) years after completion of the Services.
 - a. Each claim – One million U.S. dollars (\$1,000,000.00).
 - b. Network Security/Privacy Liability – One million U.S. dollars (\$1,000,000.00).
 - c. Breach Response/ Notification Sublimit - a minimum limit of fifty percent (50%) of the policy aggregate.
- 9.2. Vendor's Insurance is Primary. The insurance required under Section 9.1. shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Citizens, Citizens' Board Member, or any Citizens employee.
- 9.3. Citizens to be an Additional Insured. The Commercial General Liability policies in Section 9. shall include Citizens as an additional insured. For Commercial General Liability coverage, the policy must include ISO Form #CG 20 10 10 01 or a comparable company specific endorsement.
- 9.4. Waiver of Subrogation. The insurance required under Section 9. shall include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 9.5. Coverage for Indemnity Obligations. The Commercial General Liability coverages shall cover claims made under the indemnity provisions of this Agreement.
- 9.6. Notice of Cancellation or Change. To the extent practicable, the Commercial General Liability policies shall require thirty (30) calendar days prior written notice to Citizens of cancellation, non-renewal or change in any coverage, except for ten (10) calendar days prior written notice for non-payment of premium.
- 9.7. Proof of Coverage. Within thirty (30) calendar days of request by Citizens, Vendor

must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required in Section 9. The certificates for Commercial General Liability insurance must correctly identify the type of work Vendor is providing to Citizens under this Agreement. The agent signing the certificate must hold an active Insurance General Lines Agent license (issued within the United States). Vendor shall provide copies of its policies upon request by Citizens.

10. Contract Administration.

- 10.1. 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 to be delivered to the Citizens' Contract Manager or designee (such as those relating to background checks, invoicing, data security requirements and subcontractors), all written notices shall be delivered to the Contract Administrator in addition to the Citizens Contract Manager named below. As of the Effective Date, the Contract Administrator is:

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

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

- 10.2. 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
Jason Oliver, Vendor Relationship Administrator
Citizens Property Insurance Corporation
301 W. Bay Street, Suite 1300
Jacksonville, FL 32202
904-472-8847
jason.oliver@citizensfla.com

Vendor's Contract Manager
Sandy Ellis
Activus Connect
7512 Dr. Phillips Blvd, Suite 50-158
Orlando, FL 32819
970-744-1269
sandy.ellis@activusconnect.com

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.

- 10.3. 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.

11. Termination; Transition Assistance.

- 11.1. Termination without Cause. By sixty (60) calendar days advance written notice, Citizens may terminate this Agreement in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of this Agreement will be sixty (60) calendar days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). Where Citizens elects to terminate this Agreement in part, Vendor shall continue to provide Services on any portion of the Agreement not terminated. Vendor shall be entitled to payment for Services satisfactorily performed and accepted by Citizens through the Termination Date but shall not be entitled to charge for or recover any "wind-down" costs, cancellation charges, or damages, including lost profits or reliance damages. Vendor shall not have a reciprocal right to terminate without cause; it being understood that Citizens' payment for Services forms the consideration for Vendor not having this right. 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.
- 11.2. 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 11.2.
- 11.3. 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.

- 11.4. 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.

11.4.1. 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.

11.4.2. Transition Assistance 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.

12. Disputes.

- 12.1. 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.

- 12.2. 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.

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

13. Records; Audits; Public Records Laws.

13.1. 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.

13.2. 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 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.

13.3. 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.

13.3.1. 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.

13.3.2. 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.

- 13.3.3. 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.

13.3.4. 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 (A) (850) 521-8302; (B) RECORDSREQUEST@CITIZENSFLA.COM; OR, (C) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303.

- 13.4. 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.
- 13.5. The provisions of this Section shall survive the termination of this Agreement.

14. Non-Disclosure of Citizens Confidential Information.

- 14.1. 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; (b) not copy, reproduce, sell, transfer, or otherwise dispose of, give, or disclose such Citizens Confidential Information to third parties other than Vendor Staff who have a need to know in connection with the performance of this Agreement; (c) 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; (d) provide Vendor Staff having access to Citizens Confidential Information with work environments that protect against inadvertent disclosure to others; (e) use its best efforts to assist Citizens in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any Citizens Confidential Information and to cooperate in promptly remedying such situation; and, (f) advise Citizens immediately in the event that Vendor learns or has reason to believe that any individual who has or has had access to Citizens Confidential Information has violated or intends to violate the terms of this Agreement and to cooperate with Citizens in seeking injunctive or other equitable relief against any such individual.
- 14.2. 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).
- 14.3. 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.
- 14.4. Remedies. Vendor acknowledges that breach of Vendor's obligations under this Section 14 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 14, 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.
- 14.5. The provisions of this Section shall survive the termination of this Agreement.

15. Information Security and Data Privacy.

15.1. Citizens Data.

- 15.1.1. 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.

15.2. Security and Confidentiality of Citizens Data.

15.2.1. 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.

15.2.2. Data Storage. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff shall not store Citizens Data on portable external storage devices or media (such as "thumb drives," compact disks, or portable disk drives).

15.2.3. 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.

15.2.4. 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.

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

16. Miscellaneous.

16.1. 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.

16.2. 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.

- 16.3. Vendor Conflicts of Interests. Vendor must execute a Conflict of Interest Form as required by Citizens. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.
- 16.4. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
 - 16.4.1. Neither Vendor nor Vendor Staff shall accept a gift from a Citizens policyholder in connection with the Services that is, or could be interpreted to be, intended to influence the handling of the policyholder's claim, or could be interpreted as an expression of gratitude for such an act.
- 16.5. 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.
- 16.6. 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) to the extent required; and, (b) maintaining all other necessary permits or licenses from federal, state, and local regulatory/licensing authorities.
- 16.7. 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. Citizens' consent to Vendor's request to subcontract any 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.
- 16.8. 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.
- 16.9. 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.

- 16.10. 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.
- 16.11. 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.
- 16.12. 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.
- 16.13. 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.
- 16.14. Notice of Changes in Ownership. Vendor agrees that any transfer of a substantial interest in Vendor by any of its owners shall require prompt written notice to Citizens. 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.

- 16.15. 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.

- 16.16. 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.
- 16.17. 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.
- 16.18. 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.

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives of the Parties.

**CITIZENS PROPERTY INSURANCE
CORPORATION**

ACTIVUS CONNECT

DocuSigned by:

Jeremy Pope

AOAB0119307A439...

Signature

Jeremy Pope

Print Name

VP Customer Experience

Title

5/31/2022

Date Signed

DocuSigned by:

Kelly Booten

7B9C7AA80097483...

Signature

Kelly Booten

Print Name

Chief Operating Officer

Title

5/31/2022

Date Signed

Sandy Ellis

Signature

Sandy Ellis

Print Name

Chief Revenue Officer

Title

5/16/22

Date Signed

Exhibit A – Sample Task Order Form



TASK ORDER No. XX TO AGREEMENT # 22-22-0005-XX

This Task Order No. XX (the "Task Order") is issued by Citizens Property Insurance Corporation ("Citizens"), to XXXX ("Vendor"), pursuant to Section XX of the above-reference agreement ("Agreement").

Citizens and the Vendor agree to the following:

- I. **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 XXX. The end date for this Task Order will be the earlier of XXX, 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	[Name] [Company Name] [Address] [City, State Zip] [Phone] [Email]

<p>Scope of Work to be Performed by Vendor</p>	<ol style="list-style-type: none"> 1. This Task Order requires Vendor to service XX of CAT Response Calls per day; during the hours of XX ET at the Service Level described in the Agreement. 2. Citizens must provide written approval to Vendor for the number of trained Vendor Staff needed to ensure the completion of this Task Order. 3. <u>General Description of Services.</u> Within seventy-two (72) hours of receiving a request from Citizens to activate Services, Vendor will provide Citizens with phone answering and customer services (included as part of the Services) as set forth herein. The following list of activities may apply to CAT Response Calls received: <ol style="list-style-type: none"> 3.1. file a first notice of loss and answer simple claim related questions; 3.2. customization of messaging to callers placed on hold; including queue message capabilities (i.e., queue message when current call volumes are higher than average; when there are multiple callers in queue, etc.); 3.3. updating of announcements and hold music, either those played to waiting callers or those played at the front end of each call; 3.4. store one hundred percent (100%) of call recordings for twelve (12) months, at a minimum, and make them available to Citizens immediately upon Citizens' request or destroy them at Citizens' request; 3.5. identify, route and escalate calls back to Citizens or Citizens' designated third party, when necessary, as defined by Citizens; 3.6. provide bi-lingual (fluent in English and Spanish) Vendor Staff to handle a minimum of five percent (5%) of call volume with the ability to scale to up to ten percent (10%), the percentages requested could vary depending on the circumstances; 3.7. complete necessary tasks at first call resolution including any follow-up outgoing electronic and/or telephonic communications to agents or Citizens' staff, resulting from the Services; 3.8. ensure compliance with Citizens' policies and procedures related to the Services, including providing timely communications of procedural changes to Vendor Staff. (Procedural changes will be implemented within seventy-two (72) hours of the notice provided by Citizens, unless advised otherwise by Citizens);
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	<p>3.9. access to the recordings and the reports generated under this Task Order for twelve (12) subsequent months will be provided to Citizens at no additional charge; and</p> <p>3.10. utilize call scripts, if provided by Citizens.</p> <p>4. <u>Technical Requirements</u>. In performing the Services, Vendor will comply with the following technical requirements:</p> <p>4.1. provide reporting frequency of thirty (30) minute interval reports, end of day reporting, or as needed, for all Call Center locations (both individually and in aggregate);</p> <p>4.2. create termination numbers; and,</p> <p>4.3. make call recordings available to Citizens, at Citizens' request, via a secured mechanism.</p>
Compensation	The compensation to Vendor under this Task Order will be \$XX.XX.
Maximum Compensation	The maximum compensation to Vendor under this Task Order will be \$XX.XX.
Compensation Structure	Vendor will be paid in accordance with terms of the Agreement and this Task Order for services rendered.

- II. Public Records Addendum. Vendor agrees that the Public Records Addendum attached hereto as Addendum 1 to Task Order No. XX, (the "Addendum") is hereby incorporated into this Task Order in order to address the public posting of this Task Order No. XX, 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.

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:**

SIGNATURE:

PRINT NAME:

TITLE:

DATE:

SIGNATURE:

PRINT NAME:

TITLE:

DATE:

ACTIVUS CONNECT:

SIGNATURE:

PRINT NAME:

TITLE:

DATE:

Exhibit B – Citizens Property Insurance Corporation Position Description

Note: This Citizens Property Insurance Corporation Position Description, which may be updated from time to time, identifies the skills necessary for representatives handling CAT calls.

JOB TITLE: Customer Care Representative I

POSITION SUMMARY: This position provides exceptional customer service utilizing the telephone; responding to the questions and concerns of Citizens policyholders, insurance agents and mortgage companies.

ESSENTIAL FUNCTIONS:

- Model ethical behavior and execute job responsibilities in accordance with Citizens trainings, standards and information protection policies.
- Effectively respond via the telephone to concerns of Citizens policyholders, insurance agents and mortgage companies.
- Utilize multiple processing systems and follow procedures in filing a First Notice of Loss (FNOL) and answering claim related questions.
- Act as the caller's advocate via the telephone to ensure the caller's concerns are addressed.
- Take ownership of each call, handling it until resolution is reached, which includes follow-up, as necessary to ensure that the actions promised to the caller are completed.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Excellent telephone and verbal communications skills.
- Ability to obtain, organize and present information and ability to handle multiple tasks as assigned.

REQUIRED EXPERIENCE:

- Two or more years of customer service experience.

PREFERRED QUALIFICATIONS:

- 220, 440, 520/620 License.
- Bi-lingual in Spanish and English.
- Knowledge of Property/ Casualty Insurance operations and common policy elements.
- Call center experience.
- Knowledge of ClaimCenter or other systems used at Citizens.

Exhibit C – Confidentiality Acknowledgement Form

The undersigned acknowledges the following to both Citizens Property Insurance Corporation, Florida ("Citizens") and to _____ ("Vendor").

1. **VENDOR RELATIONSHIP:** I am currently an employee or sub-contractor of the Vendor. I am not an employee of Citizens.
2. **CONFLICTS OF INTEREST:** I understand that, by my relationship with Vendor, I **cannot**:
 - Give a gift to a Citizens employee;
 - Accept a gift from a Citizens policyholder that is, or could be interpreted to be, intended to influence my handling of their claim, or could be interpreted as an expression of gratitude for such an act; or
 - Have a relationship with a Citizens employee that creates a conflict of interest with the work I perform for Citizens (unless an exception is granted by Citizens).
3. **CONFIDENTIALITY AND NON-DISCLOSURE:** "Confidential Information" means all Citizens claim information, claim files, documentation related to the claim, claimant personal information, policyholder personal information, and underwriting information and files. I understand and agree that:
 - I will not use Confidential Information for any purpose other than servicing a Citizens claim in my capacity as an employee or sub-contractor of Vendor.
 - I will not disclose, or cause to be disclosed, Confidential Information to any person or entity except as expressly authorized by Vendor in accordance with Citizens' procedures.
 - I will take all reasonable measures to protect and prevent Confidential Information from being inadvertently or improperly disclosed to any person, entity, or third party.
4. **TERMINATION OF CLAIM HANDLING:** After termination of my handling of a particular Citizens assignment: (A) I will return all related Confidential Information in my possession to Vendor, or as otherwise directed by Vendor; (B) the confidentiality of such Confidential Information shall continue; and (C) the requirements and restrictions of paragraph 3 above shall continue to apply.
5. **CONSEQUENCES FOR VIOLATION:** If I violate the restrictions and requirements in this acknowledgement, then among other consequences: (A) I am subject to discipline or removal by Vendor from performing Citizens related work; and (B) Citizens may be entitled to injunctive relief as well as monetary damages.
6. **PROHIBITION OF FUTURE REPRESENTATION:** I understand that by my relationship with Vendor I shall not at any time in the future represent a Citizens Insured in the insured's claim against Citizens for which I provided claim or underwriting related services on Citizens behalf with respect to that same assignment. This would include, but not be limited to, acting as a consultant, public adjuster, or any other capacity related to the Insured's claim against Citizens.

Acknowledged and Agreed to on the following date: _____, 20____, by:

Name (print or type):

Signature:

Exhibit E – Compensation Schedule

With the exception of pre-approved travel expenses, as further described in Section 7.5. of the Agreement, the following sets forth all compensation that Vendor is eligible to be paid Vendor under a Task Order. Vendor will be paid on a monthly basis in accordance with Section 7.

Hourly rates assume the use of On-Shore resources. The resources may be either in-office or work-at-home. The use of Near-Shore or Off-Shore resources may be addressed in a Task Order.

The proposed pricing offer for these services may be used in a Task Order as a maximum price, the Parties may negotiate lower rates if desired. Citizens will pay an Activation Fee if and when the Parties agree on the terms of a Task Order.

Call Type	Base Term	Renewal	Renewal	Renewal		Activation Fee*
	Year 1 (2022)	Year 1 (2023)	Year 2 (2024)	Year 3 (2025)		
	Hourly Rate per FTE	Hourly Rate per FTE	Hourly Rate per FTE	Hourly Rate per FTE		
CAT Response Calls	\$32.00	\$33.65	\$35.30	\$37.10		\$10,000.00

*Activation Fee includes the following under each Task Order:

- Template project plan and timeline to support services within seventy-two (72) hours.
- Risk analysis and mitigation strategies.
- Identification and assignment of project team to execute on all key project activities.
- Reporting development.
- Review of training materials.
- Recruiting, hiring and training plan.
- Collaborate on key metrics and performance standards.
- Design staffing plans/schedules based on need.
- Operational readiness testing plan.

ADDENDUM 1 PUBLIC RECORDS ADDENDUM ("ADDENDUM")

Company Name ("Vendor"): Activus Connect
Agreement Name/Number ("Agreement"): Agreement for Business Process Outsourcing (BPO) – Call Center Services – Catastrophe Only / 22-22-0005-07
Primary Vendor Contact Name: Sandy Ellis
Telephone: 970-744-1269
Email: sandy.ellis@activusconnect.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.