



ATTACHMENT H – DRAFT AGREEMENT FOR APPRAISAL SERVICES

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 **VENDOR NAME** (“Vendor”) having its principal place of business at **VENDOR ADDRESS**. Citizens and Vendor shall each be known as a “Party,” and collectively shall be known as the “Parties.”

Recitals

On July 19, 2022, Citizens issued Request for Proposal No. 22-0014 for Appraisal Services (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. “Alternative Dispute Resolution” (“ADR”) means evaluation of a non-litigated dispute through inspection of reported damages, other than through Appraisal, and related non-litigation services in accordance with all statutory requirements.
 - 1.2. “Appraisal” means a method to address and resolve disagreement regarding the amount of the covered loss, which may be demanded in writing by Citizens, the policyholder, and/or an assignee.
 - 1.3. “Appraisal Agreement” means the written agreement between Citizens and a policyholder and/or assignee setting forth the terms and conditions used to set an amount of loss of the appraisal property covered under the policy and caused by a covered cause of loss.
 - 1.4. “Appraisal Award” means the written, detailed list which includes the amount to repair or replace each specific item included in the award from the Appraisal findings, the agreed amount of each item, its replacement cost value, and corresponding actual cash value, and the following statement “This award is made subject to the terms and conditions of the policy.”
 - 1.5. “Appraiser” means Vendor Staff who performs Appraisal and/or ADR Services on

a Claim on Citizens' behalf and meets the Appraiser qualifications as set forth herein.

- 1.6. "CAIS" means Citizens' Credentialing Administration Information System.
- 1.7. "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.
- 1.8. "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.
- 1.9. "Claim" means any property or liability loss arising out of Citizens' policies.
- 1.10. "Committed Appraiser" means the Appraisers that the Vendor has agreed to make available to Citizens to perform Appraisal and/or ADR Services who are approved by Citizens in CAIS or other designated system exclusive to this Agreement and terms thereof. Committed Appraisers are to remain available to provide Services as requested by Citizens.
- 1.11. "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
- 1.12. "Effective Date" means the date on which the last Party executes this Agreement.
- 1.13. "Policyholder's Appraiser" means the appraiser representing the Policyholder.
- 1.14. "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.
- 1.15. "Umpire" means a person selected by the appraisers representing the insurer and the policyholder, or, if the appraisers cannot agree, by the court, who is charged

with resolving issues that appraisers are unable to agree upon during the course of an Appraisal.

- 1.16. "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.
- 1.17. "Work Assignment" means the assignments for ADR or Appraisal Services sent to Vendor by Citizens.
- 1.18. "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 four (4) years.
- 2.2. Renewals. This Agreement may be renewed for three (3) separate 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. Description. Vendor shall provide Appraisal and ADR Services for catastrophic and non-catastrophic losses throughout the state of Florida for both commercial and residential properties. This includes serving as the Appraiser for the Appraisal process available under Citizens' policies as well as ADR specialty task-based assignments. **Sections 3.1.7. through 3.1.9. are applicable to Appraisal only. All remaining sections apply to both Appraisal and ADR Services.**

- 3.1.1. Resource Commitment. Vendor shall maintain a minimum of **XX** Committed Appraisers. In the event Vendor falls below the required number of Committed Appraisers, Vendor may become ineligible to receive any new Work Assignments until full compliance with this requirement is met.

- 3.1.2. Receipt of Work Assignments. Citizens will make Work Assignments electronically to Vendor's primary email address of record, located in the Vendor's credentialing record within CAIS or by other electronic means that may be deployed in the future. Vendor will be responsible for allocating Work Assignments to its Appraisers. Vendor must acknowledge receipt of the Work Assignment, assign an Appraiser, and email a Work Assignment confirmation back to Citizens naming the assigned Appraiser within two (2) business days of receipt of the Work Assignment. Confirmation emails should be sent to Citizens at the email address that Citizens provides Vendor for such Work Assignment confirmations/acknowledgements.

- 3.1.3. Contact. The Appraiser shall initiate contact with the Policyholder's

Appraiser within one (1) business day of receipt of the Work Assignment.

- a. Appraiser must contact Citizens via email if unable to reach Policyholder's Appraiser within five (5) business days from the date of Work Assignment to Vendor.
- b. The Appraiser shall notify Citizens via email within one (1) business day of any refusal on the part of the Policyholder's Appraiser or Umpire to exchange documents, inspect property, or attend requested meetings.

3.1.4. Inquiries. The Appraiser shall respond to all inquiries by telephone or email within one (1) business day throughout the duration of the Work Assignment.

3.1.5. Status Updates. The Appraiser shall provide written status updates to Citizens' desk adjuster via email every ten (10) business days, or as otherwise requested by the desk adjuster, throughout the duration of the Work Assignment.

3.1.6. Policy Review. The Appraiser shall be familiar with and review the terms of the applicable Citizens' insurance policy in order to state values for the elements of damage.

3.1.7. Umpire Selection (Appraisal Only).

- a. Upon initial contact with the Policyholders' Appraiser, the two (2) Appraisers shall attempt to select a mutually acceptable Umpire. The Appraiser shall provide Citizens with the names of three (3) proposed Umpire candidates. Citizens shall have the opportunity to confirm whether the proposed Umpires are qualified to serve, as per the policy terms and conditions. The Appraiser shall not propose any Umpire to the Policyholders' Appraiser without first providing Citizens the opportunity to confirm whether the proposed Umpire(s) is qualified to serve as per the policy terms and conditions. The Appraiser shall forward to Citizens any information that calls into question any Policyholders' Appraiser or Umpire's qualifications to serve on the Appraisal.
- b. The two appraisers will choose a competent and impartial umpire compliant with Florida Statute. If the two appraisers cannot agree upon an umpire within fifteen (15) business days, the Appraiser will notify Citizens and request direction on whether to request that the choice be made by a judge of a court of record located in the county described in the "Location of Residence Premises" of the policy.
- c. The Appraiser shall ensure that they are available and shall work with the policyholder or policyholder's representative to inspect the damaged property in a timely manner, in accordance with the terms of the policy.
- d. The Appraiser shall work with the Policyholder's Appraiser to submit their differences to the Umpire. A decision agreed to by any two (2) will set the amount of the loss.

3.1.8. Appraisal Agreement Requirement (Appraisal Only). The Appraiser shall participate in Appraisal per the terms of the policy and the Appraisal Agreement and as approved by Citizens. The Appraiser shall not

unilaterally alter or change the terms of the Appraisal Agreement. Any request made by Policyholder's Appraiser or the Umpire for modifications to the Appraisal Agreement shall be referred back to Citizens for consideration.

3.1.9. Appraisal Award (Appraisal Only).

- a. an Appraisal Award shall be itemized by cause(s) of loss, potential line(s) of coverage, and the amount of each item in dispute so that Citizens may make payments according to policy terms and conditions. All estimates prepared by the Appraiser shall be itemized in this format. The Appraiser shall include any such other itemization as reasonably requested by Citizens. Appraiser must submit the estimate in this format for any award made between the Appraiser and Policyholder's Appraiser or Umpire; and,
- b. the Appraiser shall provide the agreed-upon award to Citizens electronically within three (3) business days following receipt of the Appraisal Award.

3.1.10. Estimate Creation. The Appraiser shall provide an estimate within fourteen (14) business days from when the Work Assignment detail is sent to the Appraiser.

3.1.11. Inspection. Upon contact with the Policyholder's Appraiser, the Appraiser shall make arrangements to visit and inspect the Work Assignment location. The Appraiser shall provide the policyholder with a printed or electronic document containing his or her name and state adjuster license number as per Florida law. Any subsequent communication with the policyholder regarding the Appraisal must also include the name and license number of the Appraiser communicating about the Appraisal.

The inspection report, including photographs, sketch/diagram, estimate, summary report, and all other applicable documentation are due within five (5) business days of inspection, unless otherwise agreed upon.

The inspection(s) shall be conducted with reasonable notice to the policyholder or policyholder's representative and Umpire, if applicable. If the Appraiser determines that there is any need for information from the policyholder to fully and fairly evaluate the loss, the Appraiser shall notify Citizens, and Citizens will request the information directly from the policyholder or policyholder's representative. The Appraiser shall inspect the property as often as necessary to set the value of the damages in dispute. The Appraiser shall not act as an adjuster for Citizens.

During the inspection(s) the Appraiser shall:

- a. inspect, investigate, photograph, and provide an estimate of damages as per Exhibit A Citizens Best Claims Practices and Estimating Guidelines as applicable;
- b. determine the cause of the various elements of damage that constitute the loss to each item of damaged property;
- c. speak to any witnesses to the loss, residents, or owners of the property in question, or any other persons with information that might be pertinent to the Work Assignment. If permission is not granted, Appraiser shall immediately notify Citizens; and,

- d. attempt to resolve differences with the Policyholder's Appraiser and submit only unresolved Appraisals to the Umpire for resolution.
- 3.1.12. Estimate.
- a. the Appraiser shall prepare an estimate of the amount of the loss in accordance with relevant standards for determining coverage under the terms of the policy of insurance, including but not limited to: actual cash value; amount of depreciation; cost to repair; and, cost to replace the damaged property. The Appraiser shall furnish Citizens with a copy of any estimate requested by Citizens within two (2) business days following the request.
- b. The Appraiser shall complete the following steps for the submission of the estimate:
- email the estimate to Citizens' desk adjuster; and,
 - submit the estimate to Umpire for Appraisal Award (if applicable).
- 3.1.13. Determine Interest and Ownership. The Appraiser shall, as appropriate or as necessary under the terms of the policy, or in the case of loss to property which may be subject to covenants, restrictions, or the interest of third parties, including but not limited to, condominium and homeowners associations, determine that part of the damaged property which falls within the ownership or responsibility of Citizens' policyholder.
- 3.1.14. Intangibles. As necessary under the terms of the policy, it is the Appraiser's responsibility to estimate intangible property losses, including but not limited to, loss of income, fair rental value, and loss arising from business interruption. Appraiser shall apply proper costs of labor, to include the prevailing costs of skilled labor by applicable trade, materials, overhead and profit.
- 3.1.15. Conditions Precedent. As necessary under the terms of the policy, the Appraiser shall identify and separately state those costs which are subject to conditions precedent to payment by Citizens, including but not limited to, costs attributable to code enforcement or costs which shall first be incurred by the policyholder before Citizens is liable for their payment.
- 3.1.16. Experts. The Vendor shall report to Citizens the need to retain experts. Neither the Vendor nor its Appraiser will retain any experts or other service providers in conjunction with any Work Assignment without the prior written approval of Citizens. Citizens will not pay for services of such experts or other service providers unless pre-approved in writing by Citizens.
- 3.1.17. Clarification: Upon Citizens request, the Appraiser shall elaborate, provide more information, or otherwise clarify any matter pertaining to the basis for the Appraiser's estimate of the amount of the loss including the Appraiser's determination of covered and non-covered items of damage.
- 3.1.18. Appraisal Guidelines. Vendor and Appraiser shall comply with any Appraisal guidelines issued by Citizens and communicated to Vendor.
- 3.2. Vendor Oversight Requirements. Vendor shall be responsible for the overall management and actions of Vendor Staff who are providing Services.

- 3.2.1. General Management. In the discharge of its general duty to manage performance of the Services, the Vendor shall:
- a. within thirty (30) calendar days of the Effective Date, Vendor shall identify to Citizens the primary and secondary management contacts responsible for the complete oversight and management of Citizens' Work Assignments; and,
 - b. ensure Vendor Staff tasked with management and oversight of Services are available during Citizens' business hours.
- 3.2.2. Vendor Staff Appearance. Vendor shall ensure that Vendor staff maintain a well-groomed appearance and wear appropriate work attire at all times while performing any Services. Appropriate work attire includes, but is not limited to clean, appropriate footwear; khaki-type pants; and collared shirts. Vendor Staff are prohibited from wearing denim (blue jeans) or short pants while at a Citizens policyholder's home or business or any Citizens-hosted training events.
- 3.2.3. Vendor Staff Oversight. Vendor shall oversee and manage Vendor Staff to ensure compliance with the following:
- a. monitor and ensure Appraisers are properly licensed and maintain compliance with all applicable laws, rules and regulations;
 - b. ensure that Appraisers who do not meet the applicable requirements are prohibited from providing Services on behalf of Citizens;
 - c. provide qualified and credentialed Appraisers for claims throughout the State of Florida, as assigned by Citizens;
 - d. provide management and oversight of Appraisers;
 - e. coordinate and monitor Work Assignments and perform routine performance evaluations;
 - f. at the expense of the Vendor, ensure Appraisers possess the needed equipment and utilize Citizens' then current software, including estimatics, to perform Services;
 - g. provide dedicated, internal training personnel and resources to ensure Vendor Staff is adequately trained in order to provide Services;
 - h. provide dedicated quality assurance personnel to ensure Services are being performed satisfactorily and consistent with this Agreement;
 - i. ensure that Vendor Staff performing Services have a unique Citizens-approved login and password to submit information into the applicable Citizens System as needed;
 - j. ensure that Vendor Staff do not carry a weapon on their person while performing Services;
 - k. ensure that Vendor Staff do not use impairing drugs, chemicals, or alcohol while providing Services; and,
 - l. ensure that Vendor Staff avoid using their duties and obligations

under this Agreement to engage in any conduct that could create either an actual or perceived conflict of interest due to an ongoing business relationship with an entity other than Citizens which would enable Vendor Staff to receive an improper benefit or unfair competitive advantage.

3.3. Appraiser Qualifications. The minimum qualifications required for Appraisers is outlined as follows:

3.3.1. Residential and Commercial.

- a. minimum of six (6) years adjusting experience for residential Work Assignments;
- b. minimum of eight (8) years adjusting experience for commercial Work Assignments, with two (2) of the years specifically for commercial adjusting;
- c. minimum of two (2) years Appraisal experience; and,
- d. industry designations/certifications. Vendor's Committed Appraisers must collectively possess and maintain a minimum of four (4) industry designations/certifications from Groups 1-3 below, with at least one (1) designation/certification from within Group 1. Citizens may approve alternative designations that are comparable to designations listed below.

Group 1	Group 2	Group 3
CPCU	AIC	Other relevant industry certifications such as Haag, The Institutes, Wind Insurance Network, etc.
Architect	AINS	Current Xactimate Level 2 Certification
Engineer	Current Xactimate Level 3 Certification	
Licensed General Contractor	Current IICRC S500 Certification	
Licensed Master Plumber	Current IICRC S520 Certification	
Licensed Master Electrician	Licensed Journeyman Plumber	
	Licensed Journeyman Electrician	

	Licensed Roofing Contractor	
--	-----------------------------	--

3.3.2. Additional Skill Requirements for all Appraisers.

- a. be an advanced user of Xactimate software and have background in time and materials estimating, including but not limited to: Xactnet; Xactanalysis; Sketch; multiple estimate consolidation; and ability to annotate diagrams and upload/label photographs;
- b. be able to scope and write construction estimates;
- c. maintain Citizens' service time expectations as outlined in Section 3.1. above;
- d. demonstrate exemplary communications and telecommunication skills;
- e. communicate with external third parties as required;
- f. maintain Citizens' file quality standards;
- g. understand applicable coverage and claim laws;
- h. properly identify and interpret coverage as outlined in Citizens' policies;
- i. perform loss site inspections, including the ability to climb roofs and enter crawl spaces;
- j. perform proper and professional claim valuations;
- k. understand Florida Statutes, and local code enforcement;
- l. document and verify local ordinances or regulations and building code compliance issues;
- m. negotiate scope and pricing with the Policyholder's Appraiser and other participants in the process, including but not limited to public adjusters, attorneys, association presidents, or other parties, when applicable;
- n. reconcile damage estimates;
- o. manage large losses with multiple parties; and,
- p. understanding of applicable statutes and practices regarding personal-residential condominium losses.

3.3.3. Appraisers for commercial Work Assignments must have the following additional skills:

- a. expertise in commercial construction, knowledge of construction class descriptors, material and quality identification, commercial repair techniques, scope, estimating, and creating electronic sketches for the roof, interior, and exterior of buildings;
- b. negotiations skills;
- c. properly review and apply commercial coverage and exclusions;
- d. investigate, inspect, and evaluate commercial buildings, ancillary

structures, special class items, and Business Personal Property;
and,

- e. knowledge of the condominium association statute (718) and the Florida Changes – Residential Condominium Associations CIT 0191 endorsement.

3.3.4. Prohibitions. Appraisers are not authorized to do the following without express written permission from Citizens:

- a. hire counsel to conduct examinations under oath;
- b. respond directly to demands for Appraisal, a rejection of same, or failing to forward the demand for Appraisal to Citizens;
- c. hire experts or other service providers;
- d. send out denial letters directly to the insured; or,
- e. hire mediators.

3.3.5. Staff Training on Applicable Citizens' Policies. Vendor shall be responsible for training Vendor Staff on all Citizens policies and procedures applicable to the Services. Upon execution of this Agreement Citizens may require a "Training Workshop" whereby Citizens will train Vendor's training resource(s) and will provide all applicable policies, procedures, and training materials to be used during Vendor's initial and annual training of Vendor Staff prior to performing any Services on behalf of Citizens. Vendor Staff may be required to attend additional training sessions as deemed necessary by Citizens.

In addition to training, the Vendor shall be responsible for maintaining complete training records for all staff performing Services. At its sole discretion, Citizens reserves the right to institute learning via a learning management system that tracks and records Vendor Staff training and scores.

3.3.6. To meet Citizens' training requirements, Vendor shall comply with the following for all Vendor Staff providing Services under this Agreement:

- a. Vendor shall provide a dedicated trainer resource responsible for providing training to all of Vendor Staff providing Services. Training shall include applicable Citizens' policies and procedures, Citizens' systems, and any other items as identified by Citizens.
- b. Vendor must utilize the appropriate training materials provided by Citizens. Updated training materials will be presented by Citizens to appropriate Vendor staff during the initial and any subsequent Training Workshops.
- c. Vendor must provide initial training to be completed prior to Vendor Staff receiving and accepting any Work Assignments or otherwise performing Services.
- d. the dates and locations for all Vendor training sessions are to be submitted to Citizens' Contract Manager in advance of the scheduled training dates. All initial training will be open to unannounced audits by Citizens for quality of content and to confirm attendance rosters.

e. Vendor must provide annual recertification training. Citizens reserves the right to request training dates, proof of attendance, applicable documents, and the training site location. Citizens' certification requirements will include, but may not be limited to, training on:

- Citizens' policy history, background, interpretation, and application;
- estimating platforms related to any Citizens-specific procedures, guidelines, etc.;
- Work Assignment workflow;
- communications expectations;
- contractual deliverables;
- public records requirements; and,
- ethics and confidentiality requirements.

3.3.7. **Software Requirements and Proficiency.** In addition, Vendor shall ensure that all Vendor Staff performing Services are properly trained and proficient in the use of the then current version of estimating software utilized by Citizens. At no cost or expense to Citizens, Vendor shall obtain, implement, utilize, and maintain the estimating software then currently used by Citizens to perform the Services.

3.3.8. **Professional Competence and Professionalism.** All Vendor Staff are required to demonstrate the highest levels of professional competence and professionalism while performing work for Citizens or otherwise being associated with Citizens. Citizens reserves the right at any time and for any reason to require that certain Vendor Staff be disallowed from performing Services.

3.4. **Vendor Credentialing Requirements.** Vendor acknowledges that Citizens employs a comprehensive and ongoing credentialing management process for the Services. Vendor agrees to participate in Citizens' credentialing management process and ensure that all credentialing requirements are met by Vendor Staff. Vendor acknowledges that Citizens may change credentialing requirements as it deems reasonable and appropriate in response to changing business, regulatory and technological requirements and capabilities and Vendor agrees that it shall comply with any credentialing requirement changes implemented by Citizens.

Vendor must provide Citizens with qualification and credentialing information related to Vendor's entity and Vendor Staff. The information will be utilized to verify that Vendor and Vendor Staff meet and continue to meet the requirements of this Agreement. At Citizens request, Vendor will be required to access CAIS, or other Citizens' system, where Vendor will input, update, and maintain the following credentialing information listed below. Except as otherwise approved by Citizens' Contract Manager in writing, Vendor must not allow any Vendor Staff to provide Services unless and until that Vendor Staff is approved in CAIS or other designated Citizens' system pursuant to submission and approval of all required documentation as further detailed in Section 3.4.1. below and as otherwise found within this Agreement.

3.4.1. **Accurate Data on Vendor Staff.** Within thirty (30) calendar days of the

execution of this Agreement, Vendor will provide the following information for each of its Vendor Staff. Except as otherwise approved by Citizens' Contract Manager in writing, a Vendor Staff is not authorized to provide Services unless and until that Vendor Staff is approved in CAIS or other designated Citizens' system pursuant to submission and approval of all required documentation as set forth below. Vendor may submit documentation for review and approval of additional Vendor Staff at any time. At Citizens' discretion, Citizens' Credentialing Department may require Citizens' review and approval of all necessary Vendor Staff submission documents prior to any Vendor Staff being approved to provide Services.

- a. Resume. A current and detailed resume in the format approved by Citizens, within thirty (30) calendar days of the Effective Date and annually by June 15th or as otherwise directed by Citizens. A detailed resume for each Appraiser shall include at minimum, the Appraiser's principal location of residence, prior adjusting experience, and relevant work history with dates of employment, any certifications or related training, and client references for Services. The resume shall substantiate the Appraiser's property loss adjusting experience and match the information inputted by Vendor for the Appraiser under the qualifications section within Citizens' systems. Where Vendor fails to timely upload such detailed resume, Citizens shall have the right, at Citizens' sole discretion, to request the immediate removal of the Appraiser from providing Services.
 - b. Ethics and Confidentiality Form. An Ethics and Confidentiality Acknowledgement Form executed by the Vendor Staff. The Ethics and Confidentiality Acknowledgement Form is due within thirty (30) calendar days of the Effective Date and annually by June 15th.
 - c. Florida Adjusters License and Appointment. Documentation proving that the Vendor Staff holds a valid, active Florida adjusting license and appointment. Vendor shall be responsible for the licensing of its Appraiser's. Vendor shall provide and upload this information into CAIS within thirty (30) calendar days of Agreement execution or as otherwise directed by Citizens. This information must also be updated each time the Appraiser's Florida adjusting license or appointment expires or renews.
 - d. Photo Identification. A recent, clear head-shot photograph of the Vendor Staff. This photograph is due within thirty (30) calendar days of the Effective Date, and within thirty (30) calendar days of any major change in appearance of Vendor Staff.
- 3.5. Work Assignment. At Citizens' discretion, Citizens' Credentialing Department may require Citizens' review and approval of all required Vendor and Vendor Staff credentialing submission documents prior to Vendor being eligible to receive any Work Assignments under this Agreement. Citizens may direct the assignment of specific Appraisers based on special qualifications or experience and Citizens' particular needs. Vendor acknowledges that Citizens does not in any way represent or guarantee that Vendor will receive any specific or minimum volume of Work Assignments under this Agreement.

- 3.6. 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 (a) lacks the proper training or qualifications to perform the Services; or, (b) is lacking in honesty or integrity, then the Vendor will not allow that person to perform Services under this Agreement. Further, if Citizens determines that a Vendor Staff 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.

- 3.7. Criminal Background Investigations. Vendor must conduct a criminal background check on each Vendor Staff within thirty (30) calendar days preceding the date the individual begins to perform Services. The criminal background check must be refreshed at least every two (2) years from the date it was last performed. Criminal background checks shall include but not be limited to: (a) state and federal felony convictions or pending adjudications; (b) state and federal misdemeanor convictions or pending adjudications; and, (c) a seven (7) year minimum time frame. If it is determined that an individual has a criminal conviction (misdemeanor or felony), regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) (a "Conviction"), Vendor will not allow that individual to act as Vendor Staff under this Agreement until Vendor determines whether that individual should be allowed to do so considering (a) the nature and gravity of the offense; (b) the amount of time that lapsed since the offense; (c) the rehabilitation efforts of the individual involved; and, (d) the relevancy of the offense to the individual's role in connection with this Agreement. A disqualifying offense is any Conviction (in any jurisdiction within or outside of the United States of America) where the nature of the criminal activity is such that a reasonable person would agree that the engagement would create a risk of injury, loss, or damage to any person or property (including that of Citizens, its employees, policyholders, and others).

Vendor must disclose all felony Convictions to Citizens prior to allowing an individual to act as Vendor Staff under this Agreement. Vendor must also inform Citizens of Vendor's reasoning for why the individual should be allowed to perform Services. Any individual whose criminal background check indicates, to Vendor or Citizens, conduct that demonstrates a lack of honesty or integrity, or otherwise demonstrates an inability to safely and reliably perform Services, will not be allowed to act as Vendor Staff under this Agreement.

Vendor agrees that additional statutory requirements apply to Vendor Staff persons who are engaged in insurance underwriting, claims adjusting, or who otherwise engage in the business of insurance on Citizens' behalf. For these individuals, Vendor is required throughout the term of this Agreement to make reasonable efforts to ensure that the individual has never been convicted of any criminal felony involving dishonesty or a breach of trust or an offense under 18 U.S.C. §1033. Failure by Vendor to comply with this requirement may constitute a federal crime under 18 U.S.C. §1033. Citizens may require Vendor to certify compliance with this requirement in writing on an annual basis.

- 3.8. Other Background Checks. Vendor shall also conduct reasonable background checks to verify that the proposed Vendor Staff has met the minimum education, qualifications, or experience requirements as required by Citizens.
- 3.9. 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.

4. Service Warranties and Standards.

- 4.1. General Warranty. Vendor warrants that the Services will be performed and delivered in a professional manner in accordance with this Agreement and the standards prevailing in the industry. To this end, and without limiting any other remedies of Citizens, Vendor will undertake the following actions without additional consideration during the term of this Agreement and for one (1) year thereafter: (a) promptly make necessary revisions or corrections to resolve any errors and omissions on the part of Vendor; and, (b) confer with Citizens as Citizens deems appropriate for the purpose of interpreting any of the Services or information furnished. 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.
- 4.2. Ability to Perform. Vendor represents and 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. Responding to Hurricanes and Other Catastrophic Events in Florida. The Parties acknowledge and agree that (a) the Services are essential to Citizens' business operations and its ability to respond to hurricanes and other catastrophic events in Florida; and, (b) Vendor will be ready, willing, and able to provide the Services during and after such events unless doing so would be illegal, impossible, or unreasonably dangerous. This Section supersedes the Force Majeure provisions in Section 17.16. below.
- 4.4. 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.

4.5. Service Level Standards.

4.5.1. Description. In addition to all other requirements in this Agreement, Vendor shall use reasonable and good faith efforts to meet the Service Level Standards set forth below. Failure to meet the Service Level Standards may result in vendor not receiving additional Work Assignments by Citizens.

Service	Standard
Work Assignment accepted	Within two (2) business days of receipt of Work Assignment as described in Section 3.5.
Estimate created	Within fourteen (14) business days between Work Assignment detail received and Estimate Creation as described in Section 3.1.10.

4.5.2. Service Credits. The Parties recognize that failure to deliver timely Services in accordance with this Agreement will result in harm to Citizens which is not easily quantifiable. Therefore, in addition to any other remedies available to Citizens under the Agreement, the Parties agree to the assessment of the following credits (“Service Credits”):

If Services are not provided in accordance with this Agreement Citizens may be due a Service Credit of five percent (5%) of the amount due for that Work Assignment. Service Credits will not be due if the cause of delay is proven by Vendor to be wholly beyond Vendor’s reasonable control. In the event a Service Credit is due, Vendor will apply Services Credit to the next invoice. 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

4.5.3. Reports. On a monthly basis, in arrears and no later than the fifteenth (15th) calendar day of the month following the reporting month, Citizens shall provide reports to Vendor describing the performance of the Services as compared to the Service Level Standards. Vendor and Citizens will meet as often as reasonably requested to review Vendor’s performance as it relates to the Service Level Standards.

4.5.4. 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 where Vendor fails to meet any Service Level Standard for four (4) months out of any rolling twelve (12) month period.

- 4.5.5. 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.

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; and/or, (b) terminating this Agreement in whole or in part for cause subject to the notice and cure provisions set forth in Section 12.3. below.

Deliverable	Description	Due Date
Invoice and final estimates	Provide invoice and final estimates	To be provided with final documentation
Appraisal Award submission (Appraisal)	Final documents (including Appraisal Award and invoice) to be emailed.	Within three (3) business days after Appraisal Award as described in Section 3.1.9. received status is selected.

- 5.2. Title to Work Product. 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. 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 thirty (30) 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 these 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. At any stage during the thirty (30) calendar day period provided above or 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 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. Vendor will be paid based on the following table for the Services accepted by Citizens.

Fee Type	Amount
Appraisal Services and ADR Services (excluding Drive Time)	\$165.00 per hour
Drive Time	\$123.75 per hour* *Citizens will compensate for Drive Time between home/office and insured location, and between insured locations. Citizens does not anticipate reimbursing for mileage under the Contract except in limited, circumstances. Citizens' Travel Reimbursement Guidelines do not provide for reimbursement for travel within fifty (50) miles, and Vendors are expected to provide Committed Appraisers within fifty (50) miles of the State of Florida. Requests for additional Drive Time beyond the first site visit (e.g., for an Umpire, expert, or second visit) must be submitted via email and be pre-approved by Citizens in advance of travel. Approval of such request will be at the discretion of Citizens.
Administrative Set-up Fee (Appraisal and ADR Services) Citizens will pay a one-time administrative set-up fee for each Work Assignment accepted by Vendor.	\$100.00 per Work Assignment

- 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 be provided on the invoice template provided by Citizens. 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.
- 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.

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. 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.

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

10. **Insurance.**

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

10.1.1. 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 \$1 million per accident; provided, however, that such workers' compensation policy may exclude coverage for independent contractor employees who are covered by a workers' compensation policy that meets the requirements (including Employers' Liability coverage) set forth herein.

10.1.2. Commercial General Liability with minimum limits of \$1 million per occurrence (to include contractual liability for liability assumed hereunder) and \$2 million in the aggregate;

10.1.3. Automobile Liability with combined single limits of not less than \$1 million per accident (this policy must include Symbol 1 "Any Auto" coverage); provided however, that if Vendor does not own any vehicles and Vendor does not have a schedule of vehicles covered under a Vendor automobile policy, then the policy may instead include both Symbol 8 "Hired Autos Only" and Symbol 9 "Nonowned Autos only". Vendor agrees to secure Symbol 1 "Any Auto" coverage as set forth herein prior to taking ownership of any vehicle, and prior to scheduling any vehicles under a Vendor automobile policy;

10.1.4. Umbrella Excess General Liability and Auto Liability insurance with minimum limits of \$4 million in the aggregate; the umbrella excess policy must afford coverage equivalent to the commercial general liability and automobile liability coverages required in subsections 10.1.2. and 10.1.3.; the policy inception date must also be concurrent with the inception dates of the underlying general liability and automobile liability policies; if vendor maintains commercial general liability and automobile liability coverage that exceeds the minimum limits identified in 10.1.2. and 10.1.3., then Vendor may reduce its umbrella excess coverage limit by the corresponding amount;

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

10.1.6. 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 occurrence - \$1,000,000
- b. Network Security/Privacy Liability - \$1,000,000
- c. Breach Response/ Notification Sublimit - a minimum limit of fifty percent (50%) of the policy aggregate

- 10.2. Insurance Company Qualifications. Each company issuing policies required under Section 10. must: (a) be licensed to transact business in the State of Florida; and, (b) have an AM Best Financial Strength rating of "A-" or above.
- 10.3. Acceptable Deductible Amounts. The policies required under Sections 10. shall not have deductibles in excess of \$100,000 per claim/occurrence, except as pre-approved by Citizens in connection with financially reasonable self-insured retention limits. Prior to approving a self-insured retention alternative, Citizens shall have the right to request, and Vendor shall be obligated to timely provide, financial documents demonstrating that Vendor has the assets, income, and liquidity necessary to pay such retention. Citizens shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any of these policies. The payment of deductibles as well as any self-insured retention shall be the sole responsibility of Vendor.
- 10.4. Defense Costs. The limits of indemnity coverage required under Section 10. shall not include costs incurred in defending against a claim and shall not be reduced by the payment of such costs; provided, however, that with respect to professional liability coverage as set forth in Section 10., Vendor may alternatively maintain coverage with minimum limits of \$2 million per claim and \$4 million in the aggregate.
- 10.5. Loss History. Vendor shall provide, or Vendor shall request its insurer to provide, upon request by Citizens, a list of claims paid (with amounts) in the three years prior to the date of Citizens' request, together with a list of any outstanding claims with current reserves.
- 10.6. Vendor's Insurance is Primary. The insurance required under Section 10.1. shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Citizens, any Citizens Board Member, or any Citizens employee.
- 10.7. Citizens to be an Additional Insured. The Commercial General Liability and Auto Liability policies in Section 10. 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.

- 10.8. Waiver of Subrogation. The insurance required under Section 10. shall include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 10.9. Coverage for Indemnity Obligations. The Commercial General Liability, Auto Liability, Umbrella Liability, and Professional Liability coverages shall cover claims made under the indemnity provisions of this Agreement.
- 10.10. Notice of Cancellation or Change. To the extent practicable, the Commercial General Liability and Professional Liability policies shall require thirty (30) calendar days prior written notice to Citizens of cancellation, non-renewal or change in any coverage, except for ten (10) calendar days prior written notice for non-payment of premium.
- 10.11. Proof of Coverage. Within thirty (30) calendar days of execution of this Agreement, and upon renewal or reissuance of coverage thereafter, Vendor must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required in Section 10. The certificates for Commercial General Liability, Umbrella Liability and Professional Liability insurance certificates must correctly identify the type of work Vendor is providing to Citizens under 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.

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
Amanda Pearson
Citizens Property Insurance Corporation
301 W Bay Street, Suite 1300
Jacksonville, Florida 32202
904-208-7182
Amanda.pearson@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. For Agreements of \$10,000,000 or greater, each COST must meet at least monthly. A representative of the Vendor must be made available to members of the COST for at least one (1) meeting every calendar quarter (in person or remotely) to respond to any questions or requests for information from the COST concerning Vendor performance.

12. Suspension of Services; Termination; Transition Assistance.

- 12.1. Temporary Suspension of Services. Citizens may, in its sole discretion, temporarily suspend all or certain portions of the Services at any time by providing written notice to Vendor. Upon receiving a suspension notice, Vendor shall cease performing the Services in accordance with the suspension notice. Within ninety (90) calendar days after Citizens provides the suspension notice, or any longer period agreed to by Vendor, Citizens shall either: (a) issue a notice authorizing resumption of the Services, at which time the Services shall resume; or, (b) exercise its right under Section 12.2. to terminate this Agreement without cause. Nothing in this Section allows Citizens to withhold or delay any payment for Services satisfactorily performed prior to the suspension. However, Vendor shall not be entitled to any additional compensation for the suspension of Services.
- 12.2. Termination without Cause. By thirty (30) 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 thirty (30) calendar days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). Where Citizens elects to terminate 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.
- 12.3. 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 12.2.

12.4. 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.

12.5. 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.

12.5.1. 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.

12.5.2. The return of Citizens Data to Citizens by Vendor that is required upon the termination of this Agreement under Section 16.4., 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.

12.5.3. 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.

14.3.4. Additional Duties. To the extent Vendor is “acting on behalf of” Citizens as provided under Section 119.011(2), Florida Statutes, Vendor must: (a) keep and maintain public records required by Citizens to perform the

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

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO 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.

- 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. 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.
- 16.2.3.2. Audit Findings. Vendor shall implement any required safeguards as identified by Citizens or by any audit of Vendor's privacy and security controls.
- 16.2.4. Use of Citizens' Systems. Where Vendor or Vendor Staff have access to Citizens' systems or technology provided by or through Citizens, in addition to the other safeguards required by this Section, Vendor and Vendor Staff shall not share user identifications and/or passwords with any other individual.
- 16.2.5. Data Encryption. Vendor and Vendor Staff will encrypt Citizens Data at rest and in transit using a strong cryptographic protocol that is consistent with industry standards.
- 16.2.6. Data Storage. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff shall not store Citizens Data on portable external storage devices or media (such as "thumb drives," compact disks, or portable disk drives).
- 16.2.7. 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.
- 16.2.8. Unauthorized Use or Disclosure of Citizens Data. Vendor shall use its best efforts to assist Citizens in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any Citizens Data and shall cooperate in promptly remedying such situation. 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.

- 16.3. Subcontractors. The provisions of this Section shall apply to each of Vendor's subcontractors at any level who obtain access to Citizens Data.
- 16.4. 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.
- 16.5. 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.
- 16.6. 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.
- 16.7. 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 June 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 within thirty (30) calendar days of the Effective Date and immediately upon identification by Vendor of any additional potential Conflict of Interest. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. Vendor shall provide a current Vendor Conflict of Interest Disclosure Form no later than June 15th annually thereafter or immediately following any material change in circumstance. 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.
- Vendor shall not 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.
- 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.
- 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.

Signature Page Follows



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

**CITIZENS PROPERTY INSURANCE
CORPORATION**

VENDOR

Signature

Signature

Print Name

Print Name

Title

Title

Date Signed

Date Signed

Signature

Print Name

Title

Date Signed

**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.