



ATTACHMENT E –
DRAFT AGREEMENT FOR
DOCUMENT FULFILLMENT SERVICES

If you are proposing terms contained within an alternative contract source agreement, such as a State Term Contract, or cooperative governmental agreement, please provide that information within Attachment C, Section A, Question 2(c).

The following sets forth Citizens' expectations of contractual terms and conditions to be included in the Agreement resulting from this RFP. Citizens is willing to modify these terms and conditions based on industry standards and the Vendor's reply to this solicitation.

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 **MMMM DD, YYYY**, Citizens issued Request for Proposal No. 23-0005 for Document Fulfillment 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. "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 69O-128, Florida Administrative Code; and, 15 U.S.C. § 6801 et seq.); or, (e) whether marked “Confidential” or not, consists of Citizens’ information and documentation related to any Citizens manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, or any business, governmental, and regulatory matters affecting Citizens. “Citizens Confidential Information” does not include any information or documentation that: (a) is publicly available through no fault of Vendor or Vendor Staff; or, (b) Vendor developed independently without relying in any way on Citizens Confidential Information.

- 1.2. “Citizens Data” means any and all data of Citizens in an electronic format that: (a) has been provided to Vendor by Citizens; (b) is collected, used, processed, stored, or generated as a result of the Services; or, (c) is private information or personally identifiable information collected, used, processed, stored, or generated as a result of the Services, including, without limitation, any information that identifies an individual, such as an individual’s social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother’s maiden name, email address, credit card information, or an individual’s name in combination with any other of the elements listed herein.
- 1.3. “Deliverables” means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
- 1.4. “Effective Date” means the date on which the last Party executes this Agreement.
- 1.5. “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.
- 1.6. “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.
- 1.7. “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 three (3) years.
- 2.2. **Renewals.** This Agreement may be renewed for three (3), one (1) year renewal periods either: (a) by Citizens, at its discretion upon twenty-one (21) calendar days prior written notice to Vendor; or, (b) by mutual written agreement of the Parties. Renewals shall be subject to the same terms and conditions set forth in this Agreement at the time of renewal, including any amendments signed by the Parties.

3. Services; Service Requirements.

3.1. Print and Mail Standard Requirements and Specifications. Vendor shall provide the following Services.

3.1.1. Promptly print and mail documents as transmitted from Citizens.

3.1.2. Maintain the capability to print, fulfill, and mail a minimum of three hundred and fifty thousand (350,000) images/pages per twenty-four (24) hour period from multiple postscript files.

3.1.3. Insert mailings into various envelopes according to the following requirements:

Type of Envelope	Number of Sheets of Paper Within Document
#10 Standard Business Envelope	1 – 7 sheets
6 x 9	8 – 17 sheets
Standard Flat	18+ sheets

3.1.4. Maintain a just-in-time supply inventory necessary to achieve Citizens' printing and mailing needs as projected by Citizens and communicated to Vendor. Evidence must be provided to Citizens upon request that this inventory is managed properly, showing reorder points, quantities last delivered, and total inventory. Should this Agreement terminate for any reason prior to the receipt of the current inventory invoice, Citizens will reimburse Vendor for the remaining inventory and Vendor shall deliver and make available such inventory to Citizens upon Citizens' request. Vendor shall not maintain more than a three (3) month supply of envelopes needed to satisfy this Agreement.

3.1.5. Charge Citizens only for United States Postal Service ("USPS") postage on items that are actually mailed.

3.1.6. Process USPS Proof of Mailing ("POM") forms by either:

3.1.6.1. processing POM for required files by applying Intelligent Mail Barcodes ("IMB") and submitting this data electronically to the USPS, presort the associated mail pieces, and deliver USPS IMB proof of mail confirmation via a web-based reporting tool. If IMB processing is utilized, Vendor must retain the data for a period of no less than ninety (90) calendar days; or,

3.1.6.2. processing POM 3606 forms generated by Citizens' administration systems, insert and present the mail pieces to the USPS in the same zip code order as shown on the 3606 form, affix required postage to all mail pieces along with required fees on the 3606 form, deliver this mail and the 3606 forms to the USPS, obtain a legible postal round stamp confirmation, and return the confirmed 3606 forms back to Citizens.

3.1.7. Insert, meter, and sort all mail in such a manner to achieve the highest available postage discounts and most timely entry into the USPS mail stream.

3.1.8. Pre-sort all output files with the exception of foreign mail and POM jobs

(unless processed electronically as noted above).

- 3.1.9. Recognize foreign addresses and assign proper postage.
- 3.1.10. Citizens shall provide an escrow account for payment of postage and fund it in advance. This account will be replenished by Citizens on a monthly basis on a mutually agreed upon amount. Vendor shall track and keep detailed records of postage amounts used and invoice Citizens the agreed upon amount via Vendor's monthly invoice.
- 3.1.11. Have the capability to receive non-production print files directly from Citizens in standard file formats for ad hoc print and mail jobs, including Postscript or PDF. Pricing will be negotiated per job based on the individual job requirements. Postage for ad hoc print and mail jobs will be processed as a pass-through cost.
- 3.1.12. Work with the Contract Manager to maintain and provide strategic disaster recovery programs, including the Disaster Recovery Service Plan further described in Section 17.1., to include the following processes:
 - 3.1.12.1. response procedures;
 - 3.1.12.2. asset recovery/salvage operation procedures;
 - 3.1.12.3. alternative site selection move procedures (temporary and permanent);
 - 3.1.12.4. procedures for resumption of the Services; and,
 - 3.1.12.5. return to original location procedures.
- 3.1.13. As set forth in greater detail in Section 17.1., provide redundancy measures to continue the functionality of the Services in the event that a catastrophe disrupts the Vendor's operations. Critical off-site business recovery service for Citizens will be provided by the Vendor's recommended plan which must be approved by Citizens.
- 3.1.14. Implement monitoring tools and procedures required to measure Service Levels.
- 3.1.15. Be able to receive and process production or non-production files directly from Citizens or other authorized source in an agreed format, including Postscript or PDF.
- 3.2. Technical Specifications. Vendor shall:
 - 3.2.1. process files without any modifications to the data in the postscript file. Vendor may manipulate the data for purposes of sorting, bar-coding and assigning print drivers;
 - 3.2.2. be able to accept and process all standard file formats such as PDF, AFP, or other formats agreed to by the Parties;
 - 3.2.3. split the files into separate documents/pages and apply bar codes to those documents as Contractor deems necessary to support internal operations for collation and insertion;
 - 3.2.4. use existing document margins to support any internal fulfillment bar-coding requirements;
 - 3.2.5. separate documents within a file so they can be fulfilled using the method

that provides the lowest overall postage rate for Citizens, complies with the maximum turn-around time depending on envelope type, and accommodates any specific insert or Outside Envelope (“OSE”) requirements. Minimally, and selectively, include up to three (3) inserts fulfilled in any envelope type based on specific document criteria;

- 3.2.6. supply the data communication method for the electronic transfer of documents via one (1) dedicated fiber ethernet connection at a minimum of fifty (50) megabits per second. Vendor shall provide a redundant/back-up of the same or higher capacity;
- 3.2.7. utilize two (2) File Transfer Protocol (“FTP”) servers for redundancy during the file transfer process;
- 3.2.8. house the FTP servers in a separately cooled computer room in such a manner as to provide immediate fail over, such as, with full UPS battery back-up power, which should be linked to an onsite diesel-powered generator. Redundancy is required for all hardware, software, and servers necessary to insure continued operations for Citizens’ business;
- 3.2.9. provide National Change of Address (“NCOA”) service to Citizens for no additional cost which will facilitate USPS address update requirements;
- 3.2.10. retrieve the print files from Citizens’ Secure File Transfer Protocol (“SFTP”) location;
- 3.2.11. process .zip print files;
- 3.2.12. analyze the microcodes in the print files and perform needed actions based on the microcode directions; and,
- 3.2.13. process and print large files containing large images with various fonts.

3.3. Production Specifications. Vendor shall:

- 3.3.1. print all documents on plain, white twenty-pound (20 lb.) bond paper;
- 3.3.2. print documents on cut sheets or roll paper, whichever is the most cost effective, while maintaining quality output;
- 3.3.3. print any document that contains an invoice on plain twenty-pound (20 lb.) micro-perforated paper. The associated document package may also be printed on micro-perforated paper to facilitate high speed roll paper stock printing;
- 3.3.4. print all documents in black and white on 8 ½” x 11” size paper;
- 3.3.5. provide that all envelope stock has a paper weight of twenty-four pounds (24 lbs.);
- 3.3.6. provide that all document packages that contain an active invoice include the appropriate Business Reply Envelope (“BRE”) and use an OSE with “Bill Enclosed – Open Immediately” imprinted in bold on the face of the envelope;
- 3.3.7. provide that Citizens’ then current logo and return address is imprinted in black on the back flap of all #10, flat and 6” x 9” size envelopes;
- 3.3.8. fold all documents where the mailing delivery address is presented in the window of #10 and 6” x 9” size envelopes; and,

- 3.3.9. print all documents utilizing a 600dpi printer.
- 3.4. Envelope Specifications. Vendor shall utilize the following envelopes, unless otherwise mutually agreed by the Parties:
- 3.4.1. #10 Standard OSE, with left double window: Commercial White Woven, size 4 $\frac{1}{8}$ " x 9 $\frac{1}{2}$ " printed with "Bill Enclosed – Open Immediately";
 - 3.4.2. #10 Standard OSE, with left double window: Commercial White Woven, size 4 $\frac{1}{8}$ " x 9 $\frac{1}{2}$ ";
 - 3.4.3. 6" x 9" OSE, with upper left window: Commercial White Woven, size 6" x 9 $\frac{1}{2}$ ";
 - 3.4.4. 6" x 9" OSE, with upper left window: Commercial White Woven, size 6" x 9 $\frac{1}{2}$ " printed with "Bill Enclosed - Open Immediately";
 - 3.4.5. standard OSE Flat Envelope with upper left window: Commercial White Woven, size 9" x 12";
 - 3.4.6. standard OSE Flat Envelope with upper left window: Commercial White Woven, size 9" x 12" printed with "Bill Enclosed – Open Immediately"; and,
 - 3.4.7. BRE - #9 Standard Business Reply Envelopes: WOW, Woven, light blue in color, size 3 $\frac{7}{8}$ " x 8 $\frac{7}{8}$ " printed with "Citizens Property Insurance Corporation" and the applicable address.
- 3.5. Quality Controls. Vendor shall:
- 3.5.1. generate e-mail advisories to Citizens regarding the delivery status of late or missing file transfers. These emails are used to rapidly identify and escalate issues with file transfer and processing;
 - 3.5.2. maintain a separate test environment for processing all test files to provide that test files are not processed and fulfilled as production receipts;
 - 3.5.3. provide turn-around of file testing results within five (5) business days or as otherwise agreed upon by the Parties. Test scenarios can occur on a frequent basis and could result in changes to print or fulfillment processing, e.g., addition of a new document format within an existing document file;
 - 3.5.4. support file integrity by maintaining a total production file count received from Citizens and comparing it to actual Vendor production file results to confirm counts are accurate throughout the print to mail process. In the event file counts do not match, Vendor shall contact Citizens' Contract Manager to determine the reason for the variance or to request a retransmission of the file, if necessary. Both Parties shall mutually agree upon specific quality control requirements which must occur at identified points in production;
 - 3.5.5. require quality checklists at specific checkpoints throughout the job production cycle and in-process inspections by Vendor leadership staff;
 - 3.5.6. provide Citizens with an example of a specific quality control checklist that will be utilized by Vendor during the production process;
 - 3.5.7. measure quality via statistical measurements from both Vendor's internal reporting and any feedback received from Citizens resulting from returned mail or seed mail errors;

- 3.5.8. maintain and produce, upon request, a Quality Assurance Plan (see Section 3.7.), to be approved by Citizens that will measure both internal (no customer impact) and external factors (Service Level/Citizens impact) and report to Citizens on these findings no less than monthly; and
- 3.5.9. conduct an annual test of every file and system at least once per year prior to June 1st and provide additional testing of all new equipment that is added or changed. These results shall be reported to Citizens and Citizens may, at its discretion, participate in the annual testing by reviewing hard copy output for production quality and content accuracy.
- 3.6. Implementation. Vendor shall be fully implemented and ready to start fulfilling assignments by January 1, 2024.
- 3.7. Quality Assurance Plan. Vendor shall submit a Quality Assurance (“Quality Assurance”) plan to Citizens’ Contract Manager for review and approval. The Quality Assurance plan should include an organizational structure, details on each of the Vendor’s responsibilities, and the qualifications the Vendor needs to fulfill those responsibilities.
- 3.8. Records Retention. Vendor shall return all records relating to this Agreement to Citizens within thirty (30) calendar days of this Agreement’s termination.
- 3.9. Reports. Vendor shall submit the following reports produced by Vendor to Citizens Contract Manager or designee in the format and on the frequency described below:

Reports	Description	Submission Method	Frequency
Daily Production Report	Summarizes Contractor’s performance for the day	Electronically	Monday through Friday. If operations are closed on any day, reports will be submitted the following business day.
IMB Report	IMB POM results	Accessible via a web-based interface and in accordance with the requirements agreed upon by both Parties upon implementation of this service.	Monday through Friday. If operations are closed on any day, reports will be submitted the following business day.
NCOA Report	NCOA address updates	Electronically	Weekly

Citizens will provide the following reports to Vendor in the format and frequency described on the next page.

Reports	Description	Submission Method	Frequency
Quality Assurance Report(s)	Quality Assurance results (seedmail review)	Electronically	Monthly
Quarterly Business Review	Summarizes Contractor's performance for the quarter	Electronically	Quarterly

- 3.10. Vendor Staff Qualifications and Removal. All Vendor Staff shall be properly trained and qualified. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualification to Citizens. All Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling statutes, laws, and regulations relevant to the Services.

If Vendor knows or learns of circumstances indicating that a Vendor Staff member (i) lacks the proper training or qualifications to perform the Services; or, (ii) is lacking in honesty or integrity, then Vendor will not allow that person to perform Services under this Agreement. Further, if Citizens determines that a Vendor Staff member is unsuitable for his/her role under this Agreement for any reason, including but not limited to knowledge, skills, experience, abilities, academic qualifications, credentialing, licensure, veracity, or conduct, Citizens has the right to disallow that person from performing in such role and to require Vendor to promptly provide a qualified replacement reasonably acceptable to Citizens.

- 3.11. 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 first-class 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. As of the Effective Date, Vendor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Vendor's ability to perform the Services or satisfy its contractual

obligations. During the term of this Agreement, Vendor shall immediately notify Citizens Contract Administrator of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its contractual obligations. Whether by Vendor's notification, Citizens' sole determination, or otherwise, in any case where Citizens is concerned with Vendor's ability or willingness to perform this Agreement is in jeopardy, Vendor acknowledges and agrees that, upon Citizens' request, Vendor shall timely provide Citizens with all reasonable assurances requested by Citizens to demonstrate that Vendor will continue to be able and willing to perform this Agreement.

- 4.3. 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 16.17. 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. 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:
 - 4.5.1.1. Where a Service Level requires completion of a task in a number of days, the actual turn-around time shall be defined as business days (Monday–Friday), excluding weekends, and government holidays. Turn-around time is measured from the time the file is received by Contractor until it is metered for entry into the USPS mail stream.
 - 4.5.1.2. Provide a twenty-four (24) hour turn-around time on all daily files requiring #10 or 6" x 9" size fulfillment.
 - 4.5.1.3. Provide a seventy-two (72) hour turn-around time on all daily files requiring Flats fulfillment.
 - 4.5.1.4. Within two (2) hours of awareness, report to Citizens any equipment failure or any other occurrence that will impact Vendor's ability to provide the Services or jeopardize Vendor's ability to meet a defined Service Level.
 - 4.5.2. Processing Requirements. For production of mail, Vendor shall:
 - 4.5.2.1. Process, print, and enter #10 and 6" x 9" mail into the USPS mail

stream within twenty-four (24) hours or next business day, whichever is later, of file receipt.

4.5.2.2. Process, print, and enter Flat mail into the USPS mail stream within seventy-two (72) hours or within three (3) business days, whichever is later, of file receipt.

4.5.2.3. Process overnight production cycles five (5) business days per week, Monday - Friday. Files are transmitted daily between the hours of 10:00pm and 8:00am from Citizens. Any file delivered to Contractor after 8:00am will be allowed an additional twenty-four (24) hours to be processed through to completion.

4.5.2.4. Unless otherwise mutually agreed upon between the Parties, USPS POM is required within seven (7) business days of applicable mail pieces entering the mail stream as further described in Sections 3.2.1.1. and 3.2.1.2. IMB USPS POM notification should be received on at least ninety-five percent (95%) of applicable mail pieces requiring proof of mail as further described in Section 2.1.6.2., as measured on a monthly basis. Any change to the above must be previously approved by Citizens' Contract Manager or designee.

4.5.2.5. Provide electronic copies of legibly stamped 3606 forms via FTP or post mark hard copies via standard mail within seventy-two (72) hours of receipt.

4.5.3. Inspection of Contractor Facilities. Citizens reserves the right to inspect Vendor's site(s) or location(s), at a mutually agreeable time with at least fifteen (15) calendar day prior notice, in accordance with Vendor's facility access procedures to view Vendor's equipment, products, plant, facilities, and records, to assess conformity with the terms of this Agreement.

4.5.4. Service Level Credits. If Vendor fails to meet a Service Level as set forth in this Agreement, then Citizens may choose to recover a Service Level Credit as liquidated damages (Service Level Credits are set forth in this Section and may be amended in the future by written agreement of both Parties). Any Service Level Credit shall be credited to Citizens on Vendor's next invoice. However, if at the end of the term of this Agreement there are no invoices remaining of an aggregate dollar value to credit an existing Service Level Credit and Vendor fails to meet a Service Level as set forth in this SOW, then Citizens may choose to seek a monetary remedy for such failure. The failure of Vendor to meet the same Service Level three (3) times during any rolling twelve (12) month period shall be considered a material breach, which entitles Citizens, at its sole election, to terminate this Agreement.

If determined by Citizens that Vendor has failed to meet any Service Level, corrective action will be taken as designated below. Ensuing Service Level Credits will be issued based on the Service Level Credit schedule below. Root cause documentation should be submitted to confirm the basis for the amount of Service Level Credits being provided to Citizens.

For clarification purposes, Contractor shall only be required to credit Citizens for the specific impacted item at the value(s) listed below multiplied by the number of impacted items (for example, if Contractor failed to insert

fifty thousand (50,000) 6" x 9" envelopes out of a total of seventy five thousand (75,000) within the defined service period and the 6" x 9" envelope price at the time is \$0.03859, the Service Level Credit would be calculated as follows 50,000 envelopes x (.03859) = \$1,929.50, or if Contractor failed to mail out fifty thousand (50,000) Standard Flats out of a total of seventy five thousand (75,000) with lower left window within the applicable defined time period and the Standard Flat envelope price at the time is \$0.07514, the Service Level Credit would be calculated as follows fifty thousand (50,000) x (\$0.07514) = \$3,757.00. Citizens shall not be entitled to a Service Level Credit for any items contained within the affected item. If, for example, in the scenario above, each Standard Flat contained a Standard #9 BRE blue envelope, Citizens would only be entitled to a Service Level Credit for the Standard Flats, not the BRE envelopes or any other inserts within the Standard Flat.

4.5.5. Service Level Credit Schedule.

Mail Processing Service	Unit of Measure	Per Unit Service Level Credit Rate
Production Print includes data processing with standard white paper	Per page	See Exhibit A
Automated Sorting Letters (non-flats)	Per Mail Piece	See Exhibit A
Automated Sorting Flats	Per Mail Piece	See Exhibit A
Automated Folding and Inserting (up to seventeen (17) pages) (non-flats)	Per Mail Piece	See Exhibit A
Automated Inserting Flats seventeen (17) and more pages	Per Mail Piece	See Exhibit A
Envelope Cost – Pass through cost only based on the State Contract	N/A	See Exhibit A
Postage Cost – Pass through Cost only	N/A	See Exhibit A

4.5.5.1. Any failure to meet the turnaround times will result in Service Level Credits as outlined in this Agreement.

4.5.5.2. Vendor must meet the established quality standards as outlined in the Quality Assurance Plan ninety-five percent (95%) of the time.

4.5.6. Reports. On a monthly basis, in arrears and no later than the fifteenth (15th) calendar day of the month following the reporting month, Vendor shall provide reports to Citizens describing the performance of the Services as compared to the Service Level Standards. The reports shall be in a form agreed to by Citizens and contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Vendor has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; (d) any Service Credit due to Citizens; and, (e) if requested, a rolling six-month Service

Level Standard trend report for the Service Level Standard. Vendor and Citizens will meet as often as reasonably requested by Citizens, but no less than monthly, to review Vendor's performance as it relates to the Service Level Standards. If Vendor fails to provide a report for a Service Level Standard in the applicable timeframe, the Service Level Standard shall be deemed to be completely failed for the purposes of calculating a Service Credit. Vendor shall, without charge, make Citizens' historical Service Level Standard reports available to Citizens upon request.

4.5.7. Temporary Suspension of Service Level Standards. Vendor will be excused for failing to meet any Service Level Standard if and to the extent such failure is excused under Section 17.16. Vendor shall advise Citizens in writing as soon as possible of any circumstance or occurrence which would excuse or affect Vendor's ability to achieve any of the Service Level Standards. In all such cases, Vendor will continue to make all reasonable efforts to achieve the Service Level Standards. Suspension of a Service Level Standard shall not excuse Vendor from accumulating data relevant to that Service Level Standard and reporting such data to Citizens as part of the reports required herein.

5. Deliverables and Work Product.

5.1. Deliverables and Financial Consequences for Non-Delivery. Each Deliverable must be delivered by Vendor to Citizens in the time and manner specified in this Agreement. Failure to do so will entitle Citizens to enforce financial consequences which can include: (a) withholding any payment associated with the Deliverable until such delivery is made; 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.

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

Deliverable	Description	Due Date	Financial Consequences if not met
Business Continuity Plan	See Section 17.1.	See Section 17.1.	If not met within three (3) business days of Due Date, Vendor shall credit Citizens one percent (1%) of the next month's invoice.

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

transfers, and conveys to Citizens, or its designee, without further consideration all of its right, title, and interest in such Work Product, including all rights of patent, copyright, trade secret, trademark, or other proprietary rights in such materials. Vendor acknowledges that Citizens shall have the right to obtain and hold in its own name any intellectual property right in and to the Work Product. Vendor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Citizens may reasonably request, to perfect or evidence Citizens' ownership of the Work Product. This Section shall survive the termination of this Agreement.

5.3. Pre-Existing Materials.

5.3.1. Citizens acknowledges that, in the course of performing the Services, Vendor may use materials, software, reports, routines, language, instructions, methods, techniques, trade secrets, patents, copyrights, or other intellectual property that have been previously developed, purchased, licensed, or acquired by Vendor or by third parties (collectively, the "Pre-Existing Materials"), and that such Pre-Existing Materials shall remain the sole and exclusive property of Vendor or the third parties. Where Vendor seeks to embed Pre-Existing Materials in the Work Product, Vendor must first obtain written approval from Citizens.

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

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

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

6. Changes.

6.1. Change Process. Within seven (7) calendar days of receipt of a Citizens' change request, Vendor shall provide a written response to Citizens that contains the following information: (a) written acknowledgment of receipt of the Citizens change request; (b) a proposed completion deliverable date for the Citizens' change request; (c) an estimated number of hours required for completion of the Citizens' change request, (including a minimum and maximum number of hours); (d) a detailed scope of work; and, (e) a detailed timeline for completion of the Citizens' change request. Citizens must review and approve the information in the written

response before commencement of work.

- 6.2. Unless otherwise specifically agreed to by the Parties in writing, the Citizens change request shall require Vendor to deliver to Citizens finalized test file results within five (5) business days after the respective test file due date provided in the detailed timeline. If Citizens delivers test files to Vendor after the approved delivery date in the written response, then the test file due date shall be subject to reasonable delays in accordance with Vendor's normal testing schedule. Test results for files not requiring any programming changes shall be delivered to Citizens within three (3) business days of receipt of said test file.
- 6.3. Modifications. A Change resulting in an increase or decrease to Vendor's compensation or the scope of Services must be evidenced by a formal amendment to this Agreement. All other changes shall be evidenced by either a writing signed by the Contract Manager or designee of each Party or a formal amendment to this Agreement.

7. Acceptance.

- 7.1. Acceptance Period. For all Services provided under this Agreement, Vendor grants to Citizens a sixty (60) calendar day acceptance period ("Acceptance Period") commencing on the date completed Services are delivered to Citizens. Citizens shall have the right to reject the Services, in whole or in part, during the Acceptance Period for Vendor's failure to meet the specifications associated with the delivered Services (a "Defect"), with such determination to be made in Citizens' reasonable judgment. At the end of the Acceptance Period, if Citizens has not rejected the Services, the Services shall be deemed to be accepted by Citizens; provided, however, that Citizens' acceptance of the Services shall not be deemed a waiver of any of Citizens' warranty rights or other contractual remedies as expressly provided in this Agreement.
- 7.2. Correction of Defects. To the extent a Defect can be corrected and was not the result of any bad faith by Vendor, Vendor shall have thirty (30) calendar days to correct the Defect. The determination as to whether a Defect can be corrected shall be made by Citizens in its reasonable discretion. If Vendor is unable to correct the Defect within this thirty (30) calendar day period, Citizens may, in its sole discretion, terminate this Agreement in whole or in part for cause and pursue such other rights and remedies allowable in law or equity.
- 7.3. Corrective Action Plan. 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. Exhibit A - Compensation Schedule ("Exhibit A") is attached to and incorporated into this Agreement.
- 8.3. Invoices. Vendor must timely submit all requests for compensation for Services or expenses, where permitted, in sufficient detail for a pre- or post-audit. The compensation request must include a unique invoice number, be in US dollars, legible, page-numbered, signed, and dated. Vendor shall submit the original invoice to Citizens' Contract Manager or designee as identified in section 11.2. Contract Managers. All late payment inquiries must be submitted to the attention of Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 monthly basis and must include, at a minimum, the following: (a) purchase order number/Agreement number/task order number, if applicable; (b) Vendor's name, address, phone number (and remittance address, if different); (c) Vendor's Federal Employment Identification Number; (d) Citizens' Contract Manager's name; (e) invoice date; (f) Services period; (g) taxes listed separately, if applicable (see Section 8.9.); and, (h) itemized Services for which compensation is being sought.
- 8.4. Payment Processing. Citizens may require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under this Agreement and Vendor agrees that it will provide such information as reasonably requested by Citizens. Payment shall be due net thirty (30) calendar days of Citizens' actual receipt of a complete and undisputed invoice. Where a submitted invoice is incomplete, such as not containing the information described in this Section, Citizens will return the incomplete invoice to Vendor for correction within thirty (30) calendar days of Citizens' actual receipt of such invoice. Where Citizens reasonably disputes any part of a complete invoice, such as the amount of the compensation request, Citizens shall pay any undisputed portion of the invoiced amount within (30) calendar days of Citizens' actual receipt of the complete invoice and will describe the basis for the disputed portion of the invoiced amount. Where Vendor disagrees with Citizens dispute of any invoice, the Parties shall seek to resolve the dispute in accordance with the Dispute Resolution Process further described in this Agreement. In no case shall Citizens be subject to late payment interest charges where Vendor has submitted an incomplete invoice or where Citizens has reasonably disputed an invoice. Where Vendor fails to submit an invoice within twelve (12) calendar months of the Services for which compensation is being requested, Vendor acknowledges and agrees that any payment due for such Services is forfeited by Vendor for its failure to timely submit an invoice.
- 8.5. Travel-related Expenses. Vendor agrees to comply with Citizens' then-current Vendor Travel Reimbursement Guidelines, a copy of which can be found on Citizens' website: <https://www.citizensfla.com/b2b>. All travel-related expenses must be pre-approved in writing by Citizens' Contract Manager or designee. Citizens shall reimburse Vendor for pre-approved travel-related expenses incurred in the performance of Services following Citizens' receipt of Vendor's reimbursement request submitted in accordance with the then-current Vendor Travel Reimbursement Guidelines or Citizens will not reimburse Vendor for travel-

related expenses.

- 8.6. No Additional Charges. Except for the compensation described in the Compensation Schedule and travel-related expenses, if permitted, Citizens shall not be billed for or be obligated to pay to Vendor any charges, expenses, or other amounts for the Services or otherwise.
- 8.7. Offsets and Credits. Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) calendar days following Citizens' request.
- 8.8. Taxes. Citizens is a State of Florida, legislatively created, governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Vendor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Vendor agrees that Citizens is not responsible to collect or withhold any federal, state, or local employment taxes, including personal property tax, income tax withholding, and social security contributions, for Vendor or Vendor Staff. Any and all taxes, interest or penalties, including personal property tax or any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Vendor or, if assessed against and paid by Citizens, shall be immediately reimbursed by Vendor upon demand by Citizens.

9. Indemnification and Limitation of Liability.

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

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

- 9.1.2. Notwithstanding anything in this Agreement to the contrary, Vendor shall

not indemnify for that portion of a Claim proximately caused by: (a) a negligent act or omission of an Indemnitee; or, (b) an Indemnitee's misuse or modification of the Service or Work Product.

9.1.3. The obligations in this Section are separate and apart from, and in no way limit Citizens' rights under any insurance provided by Vendor pursuant to this Agreement or otherwise.

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

9.2. Limitation of Liability.

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

9.2.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF FIVE MILLION U.S. DOLLARS (\$5,000,000.00). THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED IN CONTRACT, EQUITY, TORT, OR OTHERWISE. THIS LIMITATION SHALL NOT APPLY TO: (A) ANY OBLIGATION OF INDEMNIFICATION SET FORTH IN THIS AGREEMENT; (B) ANY CLAIM OR DAMAGE CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT; (C) ANY CLAIM OR DAMAGE TO THE EXTENT COVERED BY AN INSURANCE POLICY REQUIRED IN THIS AGREEMENT; OR, (D) ANY CLAIM OR DAMAGE CAUSED BY VENDOR'S BREACH OF ITS OBLIGATIONS OF DATA SECURITY AND CONFIDENTIALITY AS SET FORTH IN THIS AGREEMENT.

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

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

10. Insurance.

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. [Optional: The workers' compensation

policy may also exclude coverage for Vendor's corporate officers or owners who have met all requirements for a coverage exemption in accordance with Florida law;]

- 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. Umbrella Excess General Liability with minimum limits of \$4 million in the aggregate; the umbrella excess policy must afford coverage equivalent to the commercial general liability coverage 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 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;
- 10.1.4. Professional Liability (errors and omissions) with minimum limits of \$1 million per claim and \$2 million in the aggregate [Optional for contracts where services involve policy holder home repairs: Coverage must be renewed for three (3) years after completion of the Services. The "retroactive date" for this policy, and any subsequent policies purchased as renewals or replacements, shall coincide with or precede the effective date of this Agreement. If the policy is terminated for any reason, Vendor agrees to purchase, or cause its professional staff and consultants to purchase, an extended reporting provision of at least three (3) years to report claims arising from Services performed prior to the termination of the policy and allow for reporting of incidents that might give rise to future claims];
- 10.1.5. Business Interruption with coverage limits of not less than \$5 million; and,
- 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.
 - 10.1.6.1. Each occurrence - \$1,000,000.00
 - 10.1.6.2. Network Security/Privacy Liability - \$1,000,000.00
 - 10.1.6.3. Breach Response/ Notification Sublimit - a minimum limit of fifty percent (50%) of the policy aggregate
 - 10.1.6.4. Technology Products E&O - \$1,000,000.00

- 10.2. Subcontractor Insurance Requirements. Each subcontractor used by Vendor to provide Services under this Agreement shall provide insurance as follows:
- 10.2.1. Workers' Compensation which provides coverage for the subcontractor'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 subcontractor's independent contractor employees who are covered by a workers' compensation policy that meets the requirements (including Employers' Liability coverage) set forth herein. The workers' compensation policy may also exclude coverage for subcontractor's corporate officers or owners who have met all requirements for a coverage exemption in accordance with Florida law;
 - 10.2.2. 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; and,
 - 10.2.3. Where a subcontractor provides a majority of the Services on behalf of Vendor, the subcontractor's insurance requirements shall also include:
 - 10.2.3.1. Umbrella Excess General Liability with \$2 million per occurrence; the umbrella excess policy must afford coverage equivalent to the commercial general liability coverage required in subsections 10.2.2. and 10.2.3.; the policy inception date must also be concurrent with the inception dates of the underlying general liability and automobile liability policies; if subcontractor maintains commercial general liability and automobile liability coverage that exceeds the minimum coverage limits identified in 10.2.2. and 10.2.3., then subcontractor may reduce its umbrella excess coverage limit by the corresponding amount; and,
 - 10.2.3.2. Professional Liability (errors and omissions) with minimum limits of \$1 million per occurrence and \$2 million in the aggregate.
- 10.3. 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.
- 10.4. 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, 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.

- 11.1. 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
Angela Marchetti
Citizens Property Insurance Corporation
301 W Bay Street, Suite 1300
Jacksonville, FL 32202

904-208-7996
angela.marchetti@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.

- 11.2. Continuing Oversight Team. If a Continuing Oversight Team ("COST") is established in accordance with s. 287.057(26), F.S., Vendor's Contract Manager will attend the initial meeting of the COST (in person or remotely) and will respond to any written questions from the COST within ten (10) business days.

12. Suspension of Services; Termination; Transition Assistance.

- 12.1. 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. Duties upon Termination. Upon termination or expiration of this Agreement for whatever reason, Citizens may, at its discretion, require Vendor:

12.5.1. to continue to provide Services as specified in this Agreement for indications previously assigned to Vendor and;

12.5.2. upon closure of all assigned indications, require Vendor to immediately return to Citizens all files, documentation and information, including all Citizens property or suppliers; or.

12.5.3. immediately cease providing any Services under this Agreement for Services previously assigned to Vendor, and

12.5.4. in any event, upon completion of Vendor’s Services, Vendor shall destroy all of Citizens’ Confidential Information as defined in this Agreement.

Vendor shall have an obligation to discharge its duties upon termination, regardless of the reason for the termination of this Agreement.

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

12.6.1. 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.

12.6.2. 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 is not dependent upon, any provisioning of Termination Assistance.

12.6.3. 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 (i) (850) 521-8302; (ii) RECORDSREQUEST@CITIZENSFLA.COM; OR, (iii) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303.

- 14.4. Remedies. Vendor will hold Citizens harmless from any actions resulting from Vendor's non-compliance with Florida's Public Records Laws. Without limiting Citizens' other rights of termination as further described in this Agreement, Citizens may unilaterally terminate this Agreement for refusal by Vendor to comply with this Section unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
- 14.5. The provisions of this Section shall survive the termination of this Agreement.

15. Non-Disclosure of Citizens Confidential Information.

- 15.1. Obligation of Confidentiality. Vendor agrees to: (a) hold all Citizens Confidential Information in strict confidence; (b) not use Citizens Confidential Information for any purposes whatsoever other than the performance of this Agreement; (c) not copy, reproduce, sell, transfer, or otherwise dispose of, give, or disclose such Citizens Confidential Information to third parties other than Vendor Staff who have a need to know in connection with the performance of this Agreement; (d) be solely responsible for informing any Vendor Staff with access to Citizens Confidential Information of the provisions of this Agreement and to be responsible for any acts of those individuals that violate such provisions; (e) provide Vendor Staff having access to Citizens Confidential Information with work environments that protect against inadvertent disclosure to others; (f) use its best efforts to assist Citizens in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any Citizens Confidential Information and to cooperate in promptly remedying such situation; and, (g) advise Citizens immediately in the event that Vendor learns or has reason to believe that any individual who has or has had access to Citizens Confidential Information has violated or intends to violate the terms of this Agreement and to cooperate with Citizens in seeking injunctive or other equitable relief against any such individual. Nothing in this Agreement prohibits a Vendor from disclosing information relevant to the performance of the Agreement to members or staff of the Florida Senate or the Florida House of Representatives.
- 15.2. Security of Vendor Facilities. All Vendor and Vendor Staff facilities in which Citizens Confidential Information is located or housed shall be maintained in a reasonably secure manner. Within such facilities, all printed materials containing Citizens Confidential Information should be kept locked in a secure office, file cabinet, or desk (except when materials are being used).
- 15.3. Labeling of Citizens Confidential Information. Any documents or electronic files created by Vendor or Vendor Staff that contain Citizens Confidential Information must be conspicuously labeled or marked so that the individual viewing or receiving the information understands that the information is confidential.
- 15.4. Photocopying and Faxing Restrictions. Vendor and Vendor Staff shall not make photocopies or send facsimiles of Citizens Confidential Information unless there is a business need.
- 15.5. Transmission of Citizens Confidential Information Materials. In the event it is necessary to transport materials containing Citizens Confidential Information via mail, parcel delivery service or other means, Vendor Staff must subsequently verify that such materials have been received by the intended parties.
- 15.6. Return of Citizens Confidential Information. Upon Citizens' request during the term of this Agreement or upon the termination of this Agreement for any reason,

Vendor shall promptly return to Citizens all copies, whether in written, electronic or other form or media, of Citizens Confidential Information in its possession, or securely dispose of all such copies, and certify in writing to Citizens that Citizens Confidential Information has been returned to Citizens or disposed of securely.

- 15.7. Disposal of Citizens Confidential Information. The disposal of all printed materials containing Citizens Confidential Information must be done in a manner that renders the information inaccessible to others (the use of a reputable third-party shredding company is permissible).
- 15.8. Notification of Anticipatory Breach. Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this Section, it will immediately notify Citizens Contract Administrator in writing of such inability and such inability on Vendor's part will serve as justification for the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part at any time after the inability becomes known to Citizens.
- 15.9. Remedies. Vendor acknowledges that breach of Vendor's obligations under this Section 15 may give rise to irreparable injury to Citizens and Citizens' customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Citizens may seek and obtain injunctive relief against the breach or threatened breach of the provisions of this Section 15, in addition to any other legal remedies which may be available, including, the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part.
- 15.10. The provisions of this Section shall survive the termination of this Agreement.

16. Data Security.

16.1. Citizens Data.

- 16.1.1. Ownership. Vendor acknowledges and agrees that Citizens Data is and shall remain the sole and exclusive property of Citizens and that all right, title, and interest in the same is reserved by Citizens.
- 16.1.2. Vendor Use of Citizens Data. Vendor is permitted to collect, process, store, generate, and display Citizens Data only to the extent necessary for the sole and exclusive purpose of providing the Services. Vendor acknowledges and agrees that it shall: (a) keep and maintain Citizens Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Section 16 and applicable law to avoid unauthorized access, use, disclosure, or loss; and, (b) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Citizens Data for Vendor's own purposes or for the benefit of anyone other than Citizens without Citizens' prior written consent.
- 16.1.3. Extraction of Citizens Data. During the term of this Agreement, Vendor shall, within five (5) business days of Citizens' request, provide Citizens, without any charge, conditions, or contingencies whatsoever (including but not limited to the payment of any fees due to Vendor), an extract of Citizens Data in the format specified by Citizens.
- 16.1.4. Backup and Recovery of Citizens Data. As part of the Services, Vendor is responsible for maintaining a backup of Citizens Data and for an orderly

and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described herein, Vendor shall maintain a contemporaneous backup of Citizens Data with a recovery time and recovery point of two (2) hours. Additionally, Vendor shall store a backup of Citizens Data in an off-site “hardened” facility no less than daily, maintaining the security of Citizens Data, the security requirements of which are further described herein. Any backups of Citizens Data shall not be considered in calculating any storage used by Citizens.

16.2. Security and Confidentiality of Citizens Data.

16.2.1. General Requirements. Vendor shall implement and maintain appropriate safeguards to: (a) ensure the security and confidentiality of Citizens Data; (b) protect against any anticipated threats or hazards to the security or integrity of Citizens Data; (c) protect against unauthorized access to or disclosure of Citizens Data; (d) protect against the use of Citizens Data that could cause harm or inconvenience to Citizens or any customer of Citizens; (e) ensure the availability of Citizens Data; and, (f) ensure the proper disposal of Citizens Data.

16.2.2. Implementation of NIST 800-53 Controls. Except as permitted in writing by Citizens’ Contract Manager or designee, Vendor agrees to implement the privacy and security controls that follow the guidelines set forth in NIST Special Publication 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations,” as amended from time to time.

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

16.2.3.1. Audit Reports. For each calendar year during the term of this Agreement, upon sixty (60) calendar days of issuance but no later than the end of each calendar year, Vendor shall submit to Citizens via email to Citizens’ Contract Manager or designee a copy of its annual American Institute of Certified Public Accountants Service Organization Control (SOC) 1 type 2 report or SOC 2 type 2 report (for all Trusted Services Principles) relevant to the Services, such relevancy as solely determined by Citizens.

16.2.3.2. Right of Audit by Citizens. Without limiting any other rights of Citizens herein, Citizens shall have the right to review Vendor’s privacy and security controls prior to the commencement of Services and from time to time during the term of this Agreement. Such review may include Citizens’ right, at its own expense and without notice, to perform (or have performed) an on-site audit of Vendor’s privacy and security controls. In lieu of such an audit, Citizens may require Vendor to complete, within thirty (30) calendar days of receipt, an audit questionnaire provided by Citizens regarding Vendor’s privacy and security programs.

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

16.2.4. 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 April 15th during the term of this Agreement. The plan shall include the following:
- 17.1.1. team responsibilities and client contacts;
 - 17.1.2. key carrier and vendor contact list;
 - 17.1.3. Vendor employee contact and notification list;
 - 17.1.4. business re-assembly and resumption outline;
 - 17.1.5. data synchronization and communication program;
 - 17.1.6. event management and sequence notification flow chart;
 - 17.1.7. inventory of off-site assets and staged materials; and,
 - 17.1.8. periodic preparedness testing.
- 17.2. Relationship of the Parties. Vendor is an independent contractor with no authority to contract for Citizens or in any way to bind or to commit Citizens to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Citizens. Under no circumstances shall Vendor or Vendor Staff hold itself out as or be considered an agent, employee, joint venturer, or partner of Citizens. In recognition of Vendor's status as an independent contractor, Citizens shall carry no Workers' Compensation insurance or any health or accident insurance to cover Vendor or Vendor Staff. Citizens shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Vendor nor Vendor Staff shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or retirement plan of Citizens.
- 17.3. Vendor Conflicts of Interests. Vendor must execute a Conflict of Interest Form as required by Citizens from time to time. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not

significant.

- 17.4. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
- 17.5. Convicted Vendor List. Vendor shall immediately notify Citizens' Contract Manager or designee in writing if it or any of its affiliates are placed on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government.
- 17.6. Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement. This includes: (a) registration and annual renewal of authority to transact business in the State of Florida (via www.sunbiz.org) or Vendor's annual written attestation that such authorization is not required; and, (b) maintaining all other necessary permits or licenses from federal, state, and local regulatory/licensing authorities.
- 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.

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

EXHIBIT A – COMPENSATION SCHEDULE

Mail Processing Services	Service Level (Delivery to USPS)	Unit of Measure	Example One Year Volume	Renewal Years (Years 4-6)			
				Years 1-3	Year 4	Year 5	Year 6
Production Print (includes Contractor's provision of data processing and standard white paper)	24 Hours	Per Page (Impression)	130,000,000				
Automated Sorting Letters	24 Hours	Per Mail Piece	6,500,000				
Automated Sorting Flats	72 Hours	Per Mail Piece	1,500,000				
Automated Folding and Inserting (up to 17 pages)	24 Hours	Per Mail Piece	6,500,000				
Automated Inserting Flats (17+ pages)	72 Hours	Per Mail Piece	1,500,000				
Copying Total				Enter Price(s) Below	Enter Price(s) Below	Enter Price(s) Below	Enter Price(s) Below
Copying - Black and white impressions (includes Contractor's provision of data processing and standard white paper)	72 Hours	Per Page (Impression)	1,000				
Copying - Color impressions with (includes Contractor's provision of data processing and standard white paper)	72 Hours	Per Page (Impression)	1,000				
Fulfillment Services - Pick and pack Total				Enter Price(s) Below	Enter Price(s) Below	Enter Price(s) Below	Enter Price(s) Below
Fulfillment Services - Pick and pack, up to 25 items	72 Hours	Per Package	1,000				
Fulfillment Services - Pick and pack, more than 25 items	72 Hours	Per Package	1,000				
Envelope Costs	N/A	Per Piece					
Other Mail Services		Unit of Measure	Example One Year Volume	Renewal Years (Years 4-6)			
				Years 1-3	Year 4	Year 5	Year 5
Proof of Mailing - Intelligent Mail Barcoding (IMB)		Per Mail Piece	1,800,000				
Storage/Warehousing		Per Pallet / Per Month	35				
Document Composition Services		Per Hour	100				
Scanning and Indexing		Per Page	25				

**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 (1) of the two (2) 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.