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MASTER SERVICES AGREEMENT

This is a Master Services Agreement ("**Agreement**") dated as of the last date signed below (the "**Effective Date**") by and between **Citizens Property Insurance Corporation** ("**Client**"), having a place of business at 2101 Maryland Circle, Tallahassee, Florida 32303, and **CGI Technologies and Solutions Inc.** ("**CGI**"), a Delaware corporation having its principal place of business at 11325 Random Hills Road, Fairfax, Virginia 22030. This Agreement provides the terms and conditions on which CGI will provide consulting, software development and other professional services to Client for one or more projects.

1. DEFINITIONS

Capitalized terms used in the Contract Documents will have the meanings given below or in the context in which the term is used, as the case may be.

A. "**Affiliate**" of a party means any other entity that directly or indirectly controls, or is under common control with, or is controlled by, the party. As used in this definition, "**control**" means actual or equitable ownership of a majority of the shares (or other securities, partnership interests or means of ownership, as the case may be) of an entity.

B. "**Change Order**" means a written amendment to a Statement of Work that is prepared and signed by authorized representatives of both parties.

C. "**Contract Documents**" mean this Agreement and all Statements of Work issued under this Agreement, as well as any amendments or Change Orders to any of them.

D. "**Deliverables**" means any materials to be developed by CGI that are designated in a Statement of Work as being subject to a formal acceptance process upon delivery to Client.

E. "**Project Plan**" means a document that states in detail the responsibilities of and tasks for each party under a particular Statement of Work. The Project Plan, at the time of creation, will be incorporated by reference and made part of the applicable Statement of Work. The Project Plan will be updated from time to time as mutually agreed by the parties, and will supersede all prior Project Plans for the applicable Statement of Work.

F. "**Services**" mean the consulting, software development and other professional services provided by CGI pursuant to a Statement of Work.

G. "**Specifications**" mean a mutually agreed upon document that describes with particularity the Deliverable.

H. "**Statement of Work**" means a document describing the Services that CGI agrees to perform for Client. Each Statement of Work will be substantially in the form attached as *Exhibit A* and signed by authorized representatives of both parties.

2. SCOPE OF WORK

A. **Authorization to Perform Services**. Each separate project or CGI work assignment will be authorized by the execution of a Statement of Work. Each Statement of Work will constitute a separate contract between the signing parties incorporating the terms and

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conditions of this Agreement by reference. A Statement of Work may amend the terms and conditions of this Agreement as they apply to that particular Statement of Work, but only if the Statement of Work expressly identifies the section(s) that are being amended.

B. **Affiliates**. An Affiliate of Client may order Services from CGI and/or an Affiliate of CGI may agree to provide the Services for Client under a Statement of Work. If an Affiliate of Client executes a Statement of Work, then for the purposes of that Statement of Work the term "**Client**" as used in this Agreement and the Statement of Work will be interpreted as a reference to Client's Affiliate, rather than to Client itself. If an Affiliate of CGI executes a Statement of Work, then for the purposes of that Statement of Work the term "**CGI**" as used in this Agreement and the Statement of Work will be interpreted as a reference to the CGI Affiliate, rather than to CGI itself. Engagement of an Affiliate must be disclosed and approved by Client prior to execution of a Statement of Work.

C. **Statement of Work Managers**. Each Statement of Work will identify the "**Statement of Work Manager**" for each party, who will be authorized to give or obtain all information, decisions and approvals for that Statement of Work.

3. COMPENSATION

A. **Services Fees**. The Statement of Work will state the method of payment for the Services. If no method of payment is stated in the Statement of Work, payment for the Services will be on a time and materials basis.

(1) Time and Materials Basis. Charges for Services performed on a time and materials basis will be invoiced not more often than once every two (2) weeks based on actual labor hours expended at the rates set forth in the applicable Statement of Work (or, if no rates are set forth in the applicable Statement of Work, at CGI's then-prevailing hourly rates), plus Reimbursable Expenses. The rates set forth in a Statement of Work are effective through the end of the period specified in the Statement of Work or, if no such period is specified, through the end of the calendar year in which the Statement of Work is executed.

(2) Fixed-Price Basis. Charges for Services performed on a fixed-price basis will be based on the fixed-price specified in the Statement of Work plus Reimbursable Expenses unless the Statement of Work provides expressly that Reimbursable Expenses are included in the fixed-price. The Statement of Work will specify the percentage of the fixed-price to be paid by Client upon the execution of the Statement of Work. Unless the applicable Statement of Work provides for payments against specific performance milestones, a pro-rata portion of the remaining fixed-price charges will be due and payable in monthly progress payments.

B. **Invoices**. CGI will submit invoices to Client for Services accepted by Citizens and Reimbursable Expenses, in the period following the performance of the Services. Invoices for any other amounts will be submitted to Client as the amounts come due. CGI will address invoices as specified in the Statement of Work or, if no address is specified, to the Statement of Work Manager. Each invoice will identify the Statement

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of Work to which it relates. For any Services performed on a time and materials basis, the invoice will also state the total number of hours worked by billable labor category.

C. **Reimbursable Expenses**. "**Reimbursable Expenses**" mean incidental expenses reasonably incurred by CGI in performing its obligations under the Contract Documents, including without limitation courier, document duplication, postage, long-distance telephone charges, travel and living expenses at Client's then current Travel Guidelines, and charges for any non-routine supplies and equipment called for in a Statement of Work or approved by Client.

D. **Taxes**. Unless Client is a tax-exempt entity, as evidenced by a tax exemption certificate or other documentation, Client agrees to pay directly or reimburse CGI for any taxes arising out of the Contract Documents or CGI's performance under the Contract Documents, excluding taxes on CGI's net income and all employer reporting and payment obligations with respect to its personnel.

E. **Payment Terms**. All fees and expenses are to be paid to CGI in United States Dollars, by electronic funds transfer to an account designated by CGI or by check sent to Bank of America, c/o CGI Technologies and Solutions Inc. at 12907 Collections Center Drive, Chicago, IL 60693. CGI's invoices are due and payable in full within thirty (30) calendar days from the date of receipt of an accurate and complete invoice. If Client withholds any invoiced amount which it disputes in good faith, Client must pay all undisputed amounts on the invoice within the agreed payment period and promptly notify CGI of the specific amount in dispute and the reasons why it disputes the amounts. CGI and Client will work together in good faith to resolve any timely disputed amount in a prompt and mutually acceptable manner. If a disputed amount is not resolved within thirty (30) calendar days after the original payment due date receipt, the parties will resolve such dispute as provided in Section 14. Client will pay any disputed amounts within five (5) calendar days after the dispute has been resolved. Disputes with respect to invoiced amounts will be waived unless the invoiced amounts are either paid or the disputes are raised in writing as provided in this Section. If Client withholds payment of any amount due under an invoice without following the procedures set forth above, or if Client withholds payment of more than ten percent (10%) of any invoice, CGI may suspend performance under the Statements of Work with respect to which payment has been withheld. CGI will provide Client with fifteen (15) calendar days prior written notice before suspending performance. CGI will resume performance within a reasonable period of time after the payment dispute is resolved, and all aspects of the Statements of Work (including without limitation the project timetable and budget) will be equitably adjusted.

F. **Late Payment Interest**. If Client does not pay an invoice within thirty (30) calendar days of an accurate and complete invoice, CGI may add an interest charge of one and one-half percent (1 1/2%) per month, or the maximum rate allowed by law if less; this interest will begin to accrue thirty (30) calendar days following receipt of an accurate and complete invoice and will accumulate on the outstanding balance on a daily basis until paid in full.

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4. CLIENT RESPONSIBILITIES

A. **Client Personnel, Facilities and Resources**. Client will provide CGI with timely access to appropriate Client personnel and will arrange for CGI personnel to have suitable and safe access to Client's facilities and systems. Client will also provide suitable office space and associated resources for CGI personnel working on-site, including all necessary computing and office support resources, and will undertake any other responsibilities described in the Statement of Work. The Statement of Work or the Project Plan will also specify any tasks or activities for which Client is responsible and, if applicable, those tasks or activities that will be performed jointly by Client and CGI.

B. **Approvals and Information**. Client will timely respond to any CGI request to provide information, approvals, decisions or authorizations that are reasonably necessary for CGI to perform the Services in accordance with the Statement of Work. If neither the Statement of Work nor the associated Project Plan specify a period for Client's response, the parties will mutually agree on a reasonable time period in the context of the project schedule. CGI's request may also describe the course of action CGI intends to follow if it does not receive a timely response from Client, which may include suspension of the affected Services. CGI will be entitled to follow the described course of action in the absence of a timely response from Client. Any subsequent change requested by Client will be subject to mutual agreement and may result in a Change Order.

C. **Use and Verification**. Client is responsible for the results of using the software, hardware, equipment, Services and Deliverables in its business operations. Client is also responsible for independent verification and testing of such results prior to using them in its business.

5. CHANGE ORDERS

A. **Changes to Statements of Work**. Either party may propose changes (i.e., when a proposed modification materially impacts the scope, timeline, or cost detailed as part of this agreement) to the scope or time schedule of the Services under a Statement of Work. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Services. The other party will review and assess the change. If the parties mutually agree upon the proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services, the agreed changes will be documented in one or more Change Orders as needed. Change orders may only be accepted or rejected for Citizens by contract manager or designee.

B. **Client Delays**. If action or inaction by Client, or its suppliers' failure to perform responsibilities reasonably within their control in a timely manner, prevents CGI from or delays CGI in performing the Services, CGI may be entitled to an equitable adjustment in the schedule for performance and the compensation otherwise payable to it under the applicable Statement(s) of Work. In such event, the parties will mutually agree upon a Change Order documenting the adjustments.

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C. **Effect on Statement of Work Prices**. Amounts payable pursuant to Change Orders will be in addition to any fixed prices or funding limitations on time and materials charges or Reimbursable Expenses.

6. NOT AN EXCLUSIVE AGREEMENT

Nonexclusive Agreement. This Agreement does not grant to CGI any exclusive rights to do business with Client. Client may contract with other suppliers for the procurement of comparable services. Client makes no commitment for any minimum or maximum amount of Services to be purchased under this Agreement. Likewise, nothing in this Agreement will prevent CGI from marketing, developing, using and performing services or products similar to or competitive with the services and products furnished to Client.

7. PROPRIETARY RIGHTS

A. **Developed Materials**. Subject to payment in full of all amounts owing to CGI under the applicable Statement of Work, Client will own exclusively all Deliverables and CGI hereby assigns to Client all right, title and interest (including all Intellectual Property Rights) in the Deliverables. Deliverables, to the extent permitted by law, shall be deemed "works made for hire" (as that term is defined in the United States Copyright Act). CGI shall provide Client upon request with all assistance reasonably required to register, perfect or enforce such right, title and interest, including providing pertinent information and, executing all applications, specifications, oaths, assignments and all other instruments that Client shall deem necessary. CGI shall enter into agreements with all of its Representatives and Subcontractors necessary to establish Client's sole ownership in the Work Product. CGI and its licensors shall retain all right, title and interest in and to the proprietary rights in preexisting and independently-developed works of authorship and other intellectual property ("Pre-existing IP") CGI embeds in any Deliverable. Client does not claim any right not expressly granted by this Agreement in such Pre-existing IP and derivatives thereof. Unless otherwise agreed in an Statement of Work, CGI grants Client a perpetual, worldwide, irrevocable, nonexclusive, royalty free license to any Pre-existing IP embedded in the Deliverables (but only as embedded and not separately), which shall permit Client and any transferee or sublicensee of Client, subject to the restrictions in this Agreement, to make, use, import, reproduce, display, distribute, make derivative works and modify such Pre-existing IP as necessary or desirable for the use of the Deliverables for Client's internal business purposes.

B. **Third-Party Materials and Open Source Software**. Any third-party materials, Open Source software, and derivatives thereof, incorporated in a Deliverable or necessary to use a Deliverable will be licensed to Client under separate license terms. Prior to incorporating any such third-party materials, Open Source software, and derivatives thereof in a Deliverable, CGI shall provide notice to Client and an opportunity for Client to "opt out" of any such incorporation. Client acknowledges that a separate license fee may be charged by the third-party vendor for any such licensed materials.

C. **Client Data and Materials**. Client hereby grants to CGI a revocable, nonexclusive, royalty-free license to use any Client data and materials provided by it to CGI for a Statement of Work during the Term of this Agreement for the purpose of performing

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the Services for Client. Such license shall terminate upon the completion or termination of a Statement of Work.

D. **Data Security**.

(1) Client's Data.

a. Ownership. CGI acknowledges and agrees that Client's Data is and shall remain the sole and exclusive property of Client and that all right, title, and interest in the same is reserved by Client.

b. CGI Use of Client's Data. CGI is permitted to collect, process, store, generate, and display Client's Data only to the extent necessary for the sole and exclusive purpose of providing the Services. CGI acknowledges and agrees that it shall: (a) keep and maintain Client's Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Section 15 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 Client's Data for CGI's own purposes or for the benefit of anyone other than Client without Client's prior written consent.

(2) Security and Confidentiality of Client's Data.

a. General Requirements. CGI shall implement and maintain appropriate safeguards in alignment with CGI's internal security procedures, pursuant to CGI's ISO 27001 certification to: (a) protect the security and confidentiality of Client's Data; (b) protect against any anticipated threats or hazards to the security or integrity of Client's Data; (c) protect against unauthorized access to or disclosure of Client's Data; (d) protect against CGI's misuse of Client's Data that could cause harm to Client or any customer of Client; (e) properly dispose of Client's Data.

b. Use of Client's Systems. Where CGI or CGI's Staff have access to Client's systems or technology provided by or through Client, in addition to the other safeguards required by this Section, CGI and CGI's Staff shall not share user identifications and/or passwords with any other individual.

c. Data Encryption. CGI and CGI's Staff will encrypt Client's Data at rest and in transit using a strong cryptographic protocol that is consistent with industry standards.

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

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

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accessing any Client's Data outside of the United States.

f. Unauthorized Use or Disclosure of Client's Data. CGI shall use its best efforts to assist Client in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any Client's Data and shall cooperate in promptly remedying such situation. Without limiting the foregoing, CGI shall: (a) advise Client within 24 hours in the event that CGI that any individual who has or has had access to Client's Data has violated or intends to violate the terms of this Agreement and CGI will cooperate with Client in seeking injunctive or other equitable relief against any such individual; and, (b) pursuant to Section 501.171, Florida Statutes, where CGI maintains computerized Client's Data that includes personal information, as defined in such statute, disclose to Client any breach of the security of the system associated with the Client's 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.

(3) Subcontractors. The provisions of this Section shall apply to each of CGI's subcontractors at any level who obtain access to Client's Data.

(4) Return of Client's Data Upon Termination. Upon the termination of this Agreement for any reason, within five (5) business days following such termination, CGI shall certify to Client the destruction of any Client's Data within the possession or control of CGI.

(5) Remedies. CGI acknowledges that breach of CGI's obligation under this Section 7.D. may give rise to irreparable injury to Client and Client's customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Client may seek and obtain injunctive relief against the breach or threatened breach of any of the provisions of this Section 7.D., in addition to any other legal remedies which may be available, including, termination of this Agreement in whole or in part, subject to the termination provisions of this Agreement.

(6) The provisions of this Section shall survive the termination of this Agreement.

E. **Reservation of Rights**. Neither party will be prevented from using ideas, concepts, expressions, know-how, skills and experience possessed by it prior to, or developed or learned by it in the course of, performance under the Contract Documents. The provisions of Section 8 do not prevent CGI from describing to potential Clients any Services or Deliverables provided by CGI under the Contract Documents, so long as CGI removes Client's Confidential Information and any identifying references to Client.

8. NONDISCLOSURE

Client and CGI agree that in connection with the performance of their respective obligations hereunder, each party may have access to the Confidential Information of the other party. The following terms will apply to such access.

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A. **"Confidential Information"**. means tangible or intangible information belonging to or in the possession of a party which is confidential or a trade secret that is furnished or disclosed to the other party during the term of this Agreement (including third party confidential information and information exchanged in contemplation of entering into this Agreement) and is: (i) marked or designated in writing in a manner to indicate it is confidential or a trade secret; (ii) of a nature that a reasonable person would understand to be confidential or a trade secret; or (iii) identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure. A party's Confidential Information includes any information pertaining to that party's client data, information and materials, and that party's (or its third party's) proprietary software and associated training, documentation and other materials, regardless of how they are disclosed or whether they are marked confidential.

B. **Exclusions**. "Confidential Information" does not include any information that, as evidenced by written documentation: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of the Contract Documents; or (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information.

C. **Standard of Care**. Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of the Contract Documents or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving party agrees: (i) to afford the furnishing party's Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party's Confidential Information to personnel furnished by the receiving party to perform Services under a Statement of Work or otherwise having a need to know the information for the purposes of the Contract Documents; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of the Contract Documents in order to carry out its obligations and exercise its rights under the Contract Documents; and (v) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party's Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure.

D. **Compelled Disclosure**. If the receiving party receives a subpoena or other valid administrative or judicial notice requesting the disclosure of the furnishing party's Confidential Information, the receiving party will promptly notify the furnishing party. If requested, the receiving party will provide reasonable cooperation to the furnishing party in resisting or limiting the disclosure at the furnishing party's expense. Subject to its obligations stated in the preceding sentence, the receiving party may comply with any binding subpoena or other process to the extent required by law, but will in doing so make all commercially reasonable efforts to secure confidential treatment of any materials disclosed.

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E. **Return or Destruction**. Upon expiration or termination of this Agreement or at the furnishing party's request: (i) the receiving party will (at the furnishing party's option) return or completely destroy the Confidential Information provided by the furnishing party, and (ii) the receiving party will not retain any copies (complete or partial) of the furnishing party's Confidential Information, except as permitted by this Section 8. The receiving party may retain copy(ies) of Confidential Information as required by applicable laws, regulations, or internal information retention policies, or as necessitated by operation of receiving party's automatic back-up system, provided that the receiving party shall continue to be subject to the obligations of this Agreement with respect to Confidential Information so retained. Upon the written request of the furnishing party, the receiving party shall certify in writing that it has complied with the obligations set forth in this Section.

F. **Relief**. Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the furnishing party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

9. ACCEPTANCE

A. **Procedures, In General**. Acceptance of Deliverables will be conducted in accordance with the following procedures. All time periods specified in the following procedures are defaults that may be overridden by the applicable Statement of Work.

B. **Deliverables**. CGI may submit interim drafts of a Deliverable to Client for review. Unless otherwise stated in the Statement of Work, Client agrees to review and provide comments to CGI on each interim draft within five (5) business days after receiving it from CGI. Client will have the opportunity to review the Deliverable for an acceptance period of seven (7) business days after delivery of the final version of the Deliverable (the "**Acceptance Period**").

Client agrees to notify CGI in writing (an email shall be considered to be a "writing") by the end of the Acceptance Period either stating that the Deliverable is accepted in the form delivered by CGI or describing in reasonable detail any substantive deviations from the description of the Deliverable contained in the Statement of Work that must be corrected prior to acceptance of the Deliverable. If CGI does not receive any such deficiency notice from Client by the end of the Acceptance Period, the Deliverable will be deemed to be accepted. If Client delivers to CGI a timely notice of deficiencies and the items specified in the notice are deficiencies, CGI will correct the described deficiencies within a reasonable period of time. CGI's correction efforts will be made at no additional charge if the Deliverable is being developed under a fixed-price Statement of Work. If the Deliverable is being developed on a time and materials basis, CGI's correction efforts will be made on a time and materials basis.

Upon receipt of a corrected Deliverable from CGI, Client will have a reasonable additional period of time, not to exceed five (5) business days, to review the corrected Deliverable to confirm that the identified and agreed-upon deficiencies have been

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corrected. Client will not unreasonably withhold, delay or condition its approval of a final Deliverable.

10. LIMITED WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

A. **Quality of Services**. CGI warrants, for a period of thirty (30) calendar days commencing when the Services are accepted, that the Services were performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If Client believes there has been a breach of this warranty, it must notify CGI in writing within the warranty period stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then CGI's sole obligation, and Client's exclusive remedy related to Section 10.A., will be for CGI to correct or re-perform, at no additional charge, any affected Services to cause them to comply with this warranty, or terminate the Statement of Work in whole or in part. This Section shall not preclude Client from pursuing other remedies under this Agreement.

B. **Deliverables Produced on a Fixed-Price Basis**. CGI warrants that, during any Warranty Period specified in the applicable Statement of Work (or if no Warranty Period is specified in the Statement of Work, for a period of thirty (30) calendar days from delivery), each Deliverable developed on a fixed-price basis and delivered under that Statement of Work will continue to perform the functions described in its Specifications without Defects. As used in this Agreement, "**Defect**" means a material deviation of a Deliverable from its Specifications. If Client believes there has been a breach of this warranty, it must notify CGI in writing within the Warranty Period describing the Defect in sufficient detail to enable CGI to recreate it. If there has been a breach of this warranty, then CGI's sole obligation, and Client's exclusive remedy, will be for CGI to correct the Defect at no additional charge, or terminate the Statement of Work in whole or in part. This Section shall not preclude Client from pursuing other remedies under this Agreement.

C. **Investigation and Correction**. CGI may investigate and correct breaches of warranty at CGI's offices to the extent possible. If Client requires CGI to travel to Client's place of business to correct a breach of warranty that could have reasonably been corrected at CGI's place of business, Client will reimburse CGI for the reasonable travel time and Reimbursable Expenses of CGI's personnel. If a reported breach of warranty is attributable to a cause other than a breach of the applicable CGI warranty that Client should have reasonably been aware of, then CGI will be entitled to payment for its investigation and correction efforts on a time and materials basis at the rates applicable to the Statement of Work pursuant to Section 3.A(1) .

D. **Noninfringement**. CGI warrants that any original works of authorship developed by CGI personnel under a Statement of Work, including their use by Client in unaltered form, will not, to CGI's knowledge, infringe any third-party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the United States of America.

(1) If a third party brings an action against Client making allegations that, if true, would constitute a breach of this warranty, then CGI will, at its own expense and subject to the provisions of Section 11.D, defend, indemnify and hold Client

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harmless in such proceeding, and CGI will pay all settlements, costs, damages and legal fees accrued and / or finally awarded.

(2) If such a proceeding is brought or appears to CGI to be likely to be brought, CGI may, at its sole option and expense, either obtain the right for Client to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If CGI finds that neither of these alternatives is available to it on commercially reasonable terms, CGI may require Client to return the allegedly infringing item(s), in which case Client will receive a refund of the amounts paid by it for the returned item(s), less a reasonable adjustment for depreciation of the returned item(s).

This Section 10.D states CGI's entire obligation to Client and Client's exclusive remedy with respect to any claim of infringement and is in lieu of any implied warranties of non-infringement or non-interference with use and enjoyment of information.

E. **Exclusions**. CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the item in question by anyone other than CGI and its subcontractors working at CGI's direction; (ii) the combination, operation or use of the item with other items CGI or the system vendor (if applicable) did not supply; (iii) Client's failure to use any new or corrected versions of the item made available by CGI; (iv) CGI's adherence to Client's or the system vendor's (if applicable) specifications or instructions; or (v) any excused failure described in Section 15.B. CGI does not warrant that the operation of software, hardware, equipment or Deliverables provided by CGI will be uninterrupted or error-free.

F. **Third-Party Products**. To the extent CGI has the legal right to do so, CGI agrees to assign or pass through to Client or otherwise make available for the benefit of Client, any manufacturer's or supplier's warranty applicable to any third-party software, hardware or equipment provided by CGI under a Statement of Work. CGI does not itself give or make any warranty of any kind with respect to third-party software, hardware or equipment.

G. **Disclaimer**. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

11. INDEMNIFICATION

A. **Personal Injury and Property Damage**. If, as a result of one party's (the "**Negligent Party**") negligence, the other party (the "**Injured Party**") or its employees suffer personal injury or damage to tangible property, the Negligent Party will reimburse the Injured Party for that portion of any claims the Injured Party pays for which the Negligent Party is legally liable.

B. **Risk Associated with Client's Business**. Without limiting CGI's liability to Client for non-performance under the Contract Documents, each of the parties acknowledges and agrees that by entering into and performing its obligations under the Contract Documents, CGI will not assume and should not be exposed to the business and

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operational risks associated with Client's business. Therefore, except for claims covered by Section 10.D(1) or Section 11.A, Client will, at its own expense and subject to the provisions of Section 11.D, defend, indemnify and hold CGI harmless in all claims or actions by third parties arising out of or relating to the conduct of Client's business, including without limitation, the acquisition or use by Client of any software, hardware, equipment, Deliverable or Services to be provided by CGI, and Client will pay all settlements, costs, damages, legal fees and expenses finally awarded.

C. **Client Provided Materials**. If a third party brings an action against CGI alleging that any data or materials provided by Client to CGI, including their use by CGI in its performance of the Services under the applicable Statements of Work infringe any third party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the country in which the Services are performed, then Client will, at its own expense and subject to the provisions of Section 11.D, defend, indemnify and hold CGI harmless in such proceeding and Client will pay all settlements, costs, damages, legal fees and expenses finally awarded.

D. **Indemnification Procedures**. A party's indemnification obligations specified in this Agreement are conditioned upon the indemnified party promptly notifying the indemnifying party in writing of the proceeding, providing the indemnifying party a copy of all notices received by the indemnified party with respect to the proceeding, cooperating with the indemnifying party in defending or settling the proceeding, and allowing the indemnifying party to control the defense and settlement of the proceeding, including the selection of attorneys. The indemnified party may observe the proceeding and confer with the indemnifying party at its own expense.

12. TERM AND TERMINATION

A. **Term**. This Agreement will commence on the Effective Date for a period of five years and will renew for an additional period of five years unless sooner terminated as provided in this Section 12.

B. **Termination of a Statement of Work for Convenience**. Client may terminate any outstanding Statement of Work, or any portion of a Statement of Work, for convenience upon at least sixty (60) calendar days' prior written notice to CGI. Upon receipt of such notice, CGI will inform Client of the extent to which performance is completed and CGI will take steps to wind down work in progress in an orderly fashion during the notice period. At the end of the notice period and upon payment by Client as outlined below, CGI will deliver to Client any completed Deliverables and Deliverables-in-progress that then exist and are accepted by Client.

C. **Termination of a Statement of Work for Cause**. If a party believes that the other party has materially failed to perform a fundamental obligation under a Statement of Work (a "**Breach**"), then that party may provide written notice directed to the breaching party describing the alleged Breach in reasonable detail and containing a reference to this Section 12.C. If the breaching party does not, within thirty (30) calendar days after receiving such written notice, either (i) cure the Breach or (ii) if the Breach is not one that can reasonably be cured within thirty (30) calendar days, develop a plan to cure the Breach and diligently proceed according to the plan until the Breach has been cured, then the non-breaching party may terminate the affected Statement of Work for cause

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by providing written notice to the breaching party. Prior to termination of a Statement of Work for cause, the party receiving the initial notice under the preceding sentence will be afforded an opportunity to meet with a senior management representative of the non-breaching party to explain its position.

D. **Payment upon Termination**. CGI will be paid for all undisputed Services properly performed in accordance with the Agreement through the effective date of termination, plus associated pre-approved Reimbursable Expenses and termination costs as follows:

(1) for any Services being provided on a time and materials basis, CGI will be paid at the applicable rates for all hours of Services actually and properly performed through the effective date of termination;

(2) for any Services being provided on a fixed-price basis, CGI will be paid for all Services properly performed through the effective date of termination, in an amount equal to the amount CGI would have received if it had performed the Services on a time and materials basis at the applicable rates pursuant to Section 3.A(1);

(3) CGI will be paid for pre-approved Reimbursable Expenses incurred through the effective date of termination. In addition, with supporting documentation and evidence of costs, CGI will be reimbursed for the costs and expenses reasonably incurred by CGI to terminate its performance of the Services earlier than anticipated, including without limitation costs to relocate any CGI personnel from Client's site, and costs to terminate any special contracts or leases entered into for the purpose of performing the terminated Services. CGI will use commercially reasonable efforts to minimize Client's termination costs under this Section 12.D(3); and,

(4) CGI will be paid any unpaid license fees (whether or not previously due and owing) for any materials furnished to Client under a license agreement prior to the effective date of termination.

E. **Survival**. Any provision of the Contract Documents that imposes or contemplates continuing obligations on a party will survive the expiration or termination of the Contract Document in which it is contained. The termination of any particular Statement of Work will not affect the parties' respective rights, duties and obligations under any other Statements of Work then in effect. If this Agreement expires or is terminated, its terms and conditions will continue to apply to any Statements of Work then in effect until the Statements of Work expire or are terminated.

13. LIMITATION OF LIABILITY AND REMEDIES

A. **Limitations**. If Client should become entitled to claim damages from CGI for any reason (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), CGI will be liable only for the amount of Client's actual direct damages up to the amount that Client paid CGI for the items or Services that are the subject of the claim. In no event, however, will CGI be liable to Client (in the aggregate for all claims made with respect to a Statement of Work) for more than the amount paid by Client to CGI under the applicable Statement of Work for the twelve (12) month period just prior to the claim. In addition, in no event will CGI's aggregate liability for all claims

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arising under or relating to the Contract Documents exceed the total amount paid to CGI by Client under the Contract Documents. These limits also apply to CGI's subcontractors. They are the maximum liability for which CGI and its subcontractors are collectively responsible.

B. **No Liability for Certain Damages**. In no event will CGI or any person or entity involved in the creation, manufacture or distribution of any software, services or other materials provided by CGI under the Contract Documents be liable for: (i) any damages arising out of or related to the failure of Client or its Affiliates or suppliers to perform their responsibilities; (ii) any claims or demands of third parties (other than those third party claims covered by Sections 10.D(1) or 11.A; or (iii) any lost profits, loss of business, loss of data, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if CGI has been advised of the possibility of such damages.

C. **Exclusions from Limitation; Survival**. The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to in or resulting from Section 10.D, or to any claims by Client for reimbursement under Section 11.A. The limitations of liability set forth in this Section 13 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in the Contract Documents. The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

14. LAW AND DISPUTES

A. **Governing Law**. Any claim, controversy or dispute arising under or related to the Contract Documents will be governed by the laws of Florida, without regard to any provision of Florida law that would require or permit the application of the substantive law of any other jurisdiction. Notwithstanding anything to the contrary, the parties expressly agree that the provisions of the Uniform Commercial Code (UCC) as enacted under state and federal law, and the Uniform Computer Information Transactions Act (UCITA) as set forth in the applicable state statute or as may be amended or modified, applicable as of the effective date of this Agreement or thereafter, shall not apply to this Agreement.

B. **Export Control**. Each party agrees that it will not knowingly export or re-export, directly or indirectly, any technical data or product derived from the other party to any destination to which such export or re-export is controlled, restricted or prohibited by U.S. law, without obtaining prior authorization from the U.S. government.

C. **Informal Dispute Resolution**. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to the Contract Documents through the informal means described in this Section 14.C. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Contract Documents. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued

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negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief. This section shall not apply to CGI's obligations of indemnification or confidentiality.

D. **Limitation of Actions**. Unless Client is a public entity subject to its applicable statute of limitations, no proceeding, regardless of form, arising out of or related to the Contract Documents may be brought by either party more than five (5) years after the accrual of the cause of action, except that (i) proceedings related to violation of a party's proprietary rights or any duty to protect Confidential Information may be brought at any time within the applicable statute of limitations, and (ii) proceedings for non-payment may be brought up to two (2) years after the date the last payment was due.

15. GENERAL

A. **Notices**. Any legal notice or other communication required or permitted to be made or given by either party pursuant to the Contract Documents will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this Section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this Section.

In the case of **Client**:	with a copy of legal notices to:
Citizens Property Insurance Corporation Attn: Lori Newman Email: lori.newman@citizensfla.com Phone: 904-407-0225	Citizens Property Insurance Corporation 301 W Bay Street, Suite 1300 Jacksonville, Florida 32202 Attn: Lori Newman Email: lori.newman@citizensfla.com Phone: 904-407-0225
In the case of **CGI**:	with a copy of legal notices to:
CGI Technologies and Solutions Inc. Attn: Matthew Balog Email: matthew.balog@cgi.com	CGI Technologies and Solutions Inc. 11325 Random Hills Road, 8th Floor Fairfax, VA 22030 Attn: Office of General Counsel Email: US-OGC@cgi.com

B. **Contract Managers**. Each Party will designate a Contract Manager during the term of the Agreement whose responsibility shall be to oversee the Party's performance of its duties and operational obligations pursuant to the terms of the Agreement. As of the Effective date, CGI and Client's Contract Managers are as follows:

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CGI's Contract Manager

Barbara Birmingham
Director
11325 Random Hills Road, 8th Floor
Fairfax, VA 22030
813-323-0016
Barbara.birmingham@cgi.com

Client's Contract Manager

John Cipolla
Director – Claims Vendor & System Mgt
301 W Bay St, Suite 1300
Jacksonville, Florida 32202
904-407-0476
John.cipolla@citizensfla.com

C. **Force Majeure**. Neither party shall be in breach of this Agreement if its failure to meet its obligations under this Agreement is caused by acts or conditions beyond its reasonable control, without its fault or negligence, which could not have reasonably foreseen or prevented by reasonable precautions. Such acts or conditions (each a "**Force Majeure**") shall include, but not be limited to: acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or public health restrictions;, slowdown or interruption of work; and other similar events, or any event referred to above preventing a subcontractor from performing its obligations under a subcontract. In the event of a Force Majeure, (i) the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediments to its performance and shall provide prompt notice to the other party of the Force Majeure; and (ii) the time for performance shall be extended by a period equal to the delay caused by the Force Majeure and, if warranted, the fees payable to CGI shall be equitably adjusted.

D. **Reasonable Behavior**. Each party will act in good faith in the performance of its respective responsibilities under the Contract Documents and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract Documents.

E. **Assignment**. Neither party may assign or otherwise transfer the Contract Documents or any of the rights that they grant without the prior written consent of the other party. Any purported assignment in violation of the preceding sentence will be void. The Contract Documents will be binding upon the parties' respective successors and permitted assigns.

F. **Integration**. The Contract Documents constitute the entire agreement between the parties, and supersede all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of the Contract Documents. The Contract Documents may be modified or amended solely in a writing signed by both parties. The parties agree that any pre-printed terms contained in

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Client's purchase orders, acknowledgments, shipping instructions, or other forms or in CGI's invoices, that are inconsistent with or different from the terms of the Contract Documents will be void and of no effect even if signed by the party against which their enforcement is sought.

G. **Severability**. The provisions of the Contract Documents will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Contract Documents, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

H. **Order of Precedence**. In the event of any conflict between or among the provisions contained in the Contract Documents, the following order of precedence will govern: (i) this Agreement, exclusive of its Exhibits; (ii) Exhibits to this Agreement; and (iii) Statements of Work (except as to terms specifically identified in a particular Statement of Work as modifying or amending terms of this Agreement, which terms will control over the Agreement for that Statement of Work only).

I. **Publicity**. Neither party may use the name of the other in connection with any advertising or publicity materials or activities without the prior written consent of the other party. However, CGI may include Client's name on CGI's Client list and may describe briefly, and in general terms, the nature of the work performed by CGI for Client.

J. **No Waiver**. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the Contract Documents.

K. **Third Party Beneficiaries**. There are no intended third-party beneficiaries of any provision of the Contract Documents.

L. **Nonsolicitation**. During the term of the Contract Documents and for twelve (12) months after its expiration or termination, neither party will knowingly, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its Affiliates) any employee of the other party (or any of its Affiliates) who was involved in the performance of the party's obligations under the Contract Documents, unless the hiring party obtains the written consent of the other party. The actual damages attributable to a breach of the provisions of this Section would be difficult to determine and prove. Accordingly, the parties agree that if either party breaches this Section, the breaching party will promptly pay the non-breaching party liquidated damages in an amount equal to the employee's annual salary (including bonuses and incentive compensation) prior to the breach, such sum being a reasonable measure of the damages reasonably anticipated by the parties. The foregoing provision will not (i) prohibit a publicly advertised general solicitation of employment in the ordinary course of business or prevent a party from employing any employee who contacts such party as a result of such a general solicitation (unless the advertised solicitation is undertaken as a means to circumvent or conceal a violation of this clause); or (ii) be read so as to limit

CGI

employment opportunities to an extent that would not be permitted under applicable law (e.g., California law).

M. **Background Checks**. CGI will perform a background check on all CGI personnel who have access to Client Data or Client Confidential Information. The background check will include social security number verification and a criminal record search. CGI will not assign personnel to perform services that include access to Client's Data or Client's Confidential Information who have been convicted for a felony or a criminal offense involving violations moral turpitude, theft, dishonesty, breach of trust, money laundering, trafficking in controlled substances or cybercrimes as indicated in the background checks. At Client's request, CGI will provide Customer with written confirmation that background checks have been conducted on all CGI personnel and that all CGI personnel meet the minimum standards outlined in this Section. The provisions of this Section shall apply to each of CGI's subcontractors at any level who obtain access to Client's Data or Client's Confidential Information.

N. **Exhibits**. The Exhibits referred to in and attached to this Agreement are made a part of it as if fully included in the text.

O. **Agreement Review**. Both parties have had the opportunity to have their respective counsel's review this Agreement as a whole, and the Agreement has been the subject of negotiation by the parties.

P. **Record Retention**. CGI shall retain all records relating to the Agreement for the longer of: (a) five (5) years after the expiration or termination of the Agreement; or (b) the period specified by Client as necessary to comply with Florida law.

Q. **Public Records Laws**. Client is subject to Florida public records laws, including Chapter 119, Florida Statutes (F.S.), (collectively, "Florida's Public Records Laws"). Therefore, any information provided to Client or maintained by CGI in connection with this Agreement may be subject to disclosure to third parties. Unilateral cancellation by the Client for refusal by CGI to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a), Art. I of the State Constitution and s. 119.07(1).

To protect any information provided to Client that CGI considers to be a trade secret or otherwise protected from disclosure under Florida law, CGI should clearly label and mark each page or section containing such information as "Confidential", "Trade Secret," or other similar designation.

IF CGI HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA'S PUBLIC RECORDS LAWS, PLEASE CONTACT CITIZENS' RECORDS CUSTODIAN AT RECORDSREQUEST@CITIZENSFLA.COM OR (850) 521-8302.

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Each party has caused its authorized representative to execute the Agreement as of the Effective Date.

CGI Technologies and Solutions Inc. (CGI)

By: DocuSigned by: E1BC40777D80473...

Name: Matthew P. Balog

Title: Vice President

Date: 8/1/2023

Citizens Property Insurance Corporation (Client)

By: DocuSigned by: 52091D0BF5B7478...

Name: Jay Adams

Title: Chief Claims Officer

Date: 8/2/2023

By: DocuSigned by: 7B9C7AA80097483...

Name: Kelly Booten

Title: Chief Operating Officer

Date: 8/2/2023

DocuSign Envelope ID: 97748B14-EA19-4B8A-8A26-7496AEF6DCCB

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MASTER SERVICES AGREEMENT

EXHIBIT A
Statement of Work Form

STATEMENT OF WORK No. [*Insert #*]

This Statement of Work Number [*Insert #*] is issued pursuant to the Master Services Agreement dated as of [*Insert date*] (the "**Agreement**") between [*Insert Client's legal name*] ("**Client**") and CGI Technologies and Solutions Inc. ("**CGI**"). This Statement of Work incorporates the terms and conditions of the Agreement as if the Agreement were fully set forth in the text of this Statement of Work.

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1. Effective Date of this Statement of Work.

This Statement of Work is effective as of **[***insert effective date***][***for time and materials also insert the date through which the Statement of Work is effective***]**.

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2. Services to be Performed and Schedule of Performance.

[*Insert description of Services to be performed.***]**

CGI will provide to Client monthly written reports of the progress of the work.

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3. Deliverables.

[*If there are no Deliverables that are subject to acceptance testing, do not include this section:*] The following are the Deliverables subject to acceptance testing under this Statement of Work: **[***List the Deliverables to be provided and the schedule for performing the Services. Specify the duration of the Acceptance Test Period (the default in the Agreement is thirty (30) calendar days).***]**

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4. Compensation.

A. Method: **[***check one***]**

☐ Time and Materials Basis. Cost Estimate: [*Insert amount*], not including taxes or Reimbursable Expenses. **[**Estimated Reimbursable Expenses: _____, not including taxes.**]**

☐ Fixed-Price Basis. Fixed Price: [*Insert amount*], not including taxes or Reimbursable Expenses. **[**Estimated Reimbursable Expenses: _____, not including taxes.**]** Client will pay _____% of the fixed-price upon the execution of this Statement of Work. The remaining portion of the fixed-price will be due and payable in accordance with the following schedule: **[***Insert milestone payment schedule.***]**

☐ Other Basis. **[***Specify method of compensation.***]**

B. **[**Payment Terms: *Insert the payment terms if not as provided in the Agreement.***]**

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5. Statement of Work Managers.

The Statement of Work Managers are:

CGI	Client
[*Insert CGI's SOW Manager*]	[*Insert Client's SOW Manager*]
Barbara Birmingham	

6. Resources and Responsibilities of Client.

Client will provide the following resources and has the following responsibilities in supporting CGI's performance of the Services:

A. Services or Support: **[***Describe any portions of the project that are to be performed by Client or provided by Client to CGI. In addition, describe any support functions that are to be performed by Client***]**.

B. Facilities and Equipment: **[***Describe any facilities, equipment, tools, supplies, telephone lines and service, office support and other sorts of equipment, facilities, or related items other than as provided in the Agreement.***]**

C. Environments: **[***Specify any development, testing, implementation or other environments to be provided by Client***]**.

D. Proprietary Materials: **[***List any proprietary materials to be provided by Client.***]**

E. Other:

7. Other Provisions.

[*Insert any additional terms agreed to by the parties.***]**

Each party has caused its authorized representative to execute the Agreement as of the Effective Date.

CGI Technologies and Solutions Inc. (CGI)	[*Insert Client Name*] (Client)
By: _____	By: _____
Name: Matthew P. Balog	Name: _____
Title: Vice President	Title: _____
Date: _____	Date: _____

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By: _____

Name: _____

Title: _____

Date: _____

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ADDENDUM 1

PUBLIC RECORDS ADDENDUM ("ADDENDUM")

Company Name ("Vendor"): CGI Technologies and Solutions Inc.
Agreement Name/Number ("Agreement"): Addendum No. 1 to Master Services Agreement
Primary Vendor Contact Name: Barbara Birmingham
Telephone: 813-323-0016
Email: Barbara.a.birmingham@cgi.com

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

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

(1) A copy of the Agreement in PDF format with the Redacted Information removed (the "Redacted Agreement"); and,

(2) A dated statement on Vendor's letterhead in PDF format clearly identifying the legal basis for Vendor's redaction of the Redacted Information (the "Redaction Justification").

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

Vendor Declaration:
☐ 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** ☒ 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.