

The redacted information is trade secret information that is confidential and exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution pursuant to Sections 815.045, 812.081, 119.0715, and 688.002, Florida Statutes.



CARRIER PARTICIPATION AGREEMENT

This Carrier Participation Agreement ("**Participation Agreement**"), together with accompanying attachments (collectively, the "**Agreement**"), is entered into by and between CITIZENS PROPERTY INSURANCE CORPORATION ("**Citizens**" or "**Company**"), a legislatively created Florida governmental entity, having its principal place of business at 2101 Maryland Circle, Tallahassee, Florida 32303, and APPLIED SYSTEMS, INC. ("**Vendor**", "**Applied**" or "**EZLynx**") a Delaware corporation having its principal place of business at 200 Applied Parkway, University Park, IL 60484. Citizens and Vendor shall each be known as a "**Party**," and collectively shall be known as the "**Parties**."

Recitals

WHEREAS, on March 11, 2022, Citizens issued an Invitation to Negotiate No. 22-0007 for Citizens Eligibility Reimagined (the "**Solicitation**");

WHEREAS, Citizens is a Florida government entity that underwrites and services insurance policies in Florida to eligible applicants unable to purchase insurance coverage in the private market, which is generally akin to acting as an insurance carrier in the private market;

WHEREAS, Vendor is an insurance technology provider that has experience and expertise in the business of providing the services contemplated under the Solicitation;

WHEREAS, Vendor's response to the Solicitation was accepted by Citizens, subject to the terms set forth in this Agreement.

WHEREAS, Vendor develops, markets, and provides a multicarrier software interface technology collectively referred to as the EZLynx Platform ("**Platform**"), which enables an Agency to obtain quotes, service policies, or obtain other insurance information for various types of insurance coverages from insurance carriers using Agency-specified credentials to access Carrier System as more fully defined in **Exhibit A ("Exhibit A")**, which is attached to this Carrier Participation Agreement and incorporated into the Agreement;

WHEREAS, Citizens desires to utilize and EZLynx desires to provide Services in order to provide General Authorized Users and Clearinghouse Agency Users with the ability to solicit, quote, sell, and service policies as offered by Citizens and other Florida carriers on the Platform in furtherance of the Clearinghouse Program; and,

NOW THEREFORE, in consideration of the mutual promises and covenants contained
Carrier Participation Agreement with Exhibits
Contract between Citizens and Applied Systems, Inc.
Contract No. 23-22-0007-00

herein, and for other good and valuable consideration, Vendor and Citizens hereby acknowledge and agree as follows:

1. **Definitions.** Capitalized terms not defined elsewhere in the Agreement shall have the meaning given to them in this Section. All terms not otherwise defined in the Agreement will be given their ordinary meaning. The following terms shall have the following meanings and their definitions shall apply and prevail over any other definitions for the defined terms.
 - 1.1. **"Affiliate"** means any existing or later-acquired third party entity for so long as such entity is controlling, controlled by, or under common control with Citizens or Applied, respectively, and provided that in Citizens' case that the Affiliate is not a competitor to Applied. For the purposes of this definition, "control" means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, through: (a) the ownership of more than fifty percent (50%) of the outstanding voting securities or similar ownership interests of such entity, or (b) the power to elect or appoint more than fifty percent (50%) of the directors, managers, partners, or other persons exercising similar governance and authority with respect to such entity.
 - 1.2. **"Agreement"** means the Agreement, any exhibits, schedules, attachments, addenda, and amendments thereto.
 - 1.3. **"Agency"** means an insurance agency that is subject to an agency agreement with Citizens pursuant to which such insurance agency may solicit, quote, sell and service Citizens' insurance service products.
 - 1.4. **"Agent"** means a representative acting on behalf of a respective Agency subject to an agent appointment agreement with Citizens and shall, as applicable, include licensed customer service representatives. Each "Agent" has one or more unique access code(s) for the purpose of accessing the Carrier Systems.
 - 1.5. **"Authorized User"** shall have the meaning set forth in Section 3.1.
 - 1.6. **"Carrier Systems"** means Citizen's online, electronic systems, software, and solutions (including any successor systems, software, and solutions) available to Agents for selling or servicing insurance products or services.
 - 1.7. **"Confidential Information"** means, with respect to a party, any and all information and documentation of such party that: (a) has been marked "confidential" or with words of similar meaning at the time of disclosure by or on behalf of such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by such party and marked "confidential" or with words of similar meaning; (c) should reasonably be recognized as confidential information of such party given the nature of the information provided and the circumstances surrounding its disclosure; (d) is 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.); (e) with respect to Citizens, 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, litigation, claimants or claims, or any business, governmental, and regulatory matters affecting Citizens, or (f) with respect to Vendor, whether marked "Confidential" or not, consists of Vendor's information and documentation related to trade secrets, compilations, components, data, source/object code,

customer/vendor/supplier information, documents, drawings, sketches, financial information, formulae, inventions, lists, manuals, marketing information, parts, patterns, plans, processes, proposals, software, specifications, support materials, techniques, past, present, and future research and development activities, information protectable by applicable privacy laws, and other information of a secret, confidential, or proprietary nature. **"Confidential Information"** does not include any information or documentation that: (a) is publicly available through no fault of the other party or its respective representatives (Vendor Staff or Citizens Staff, as applicable)); (b) developed independently by the other party without relying in any way on such Confidential Information; (c) obtained independently from a third party without an obligation of confidentiality to such party; or (d) with respect to Citizens' Confidential Information, represents generic insurance industry standards, techniques, formulae, terms, and conditions. The Confidential Information of Citizens under the Agreement may be referred to as **"Citizens Confidential Information"** and the Confidential Information of Vendor under the Agreement may be referred to as **"Vendor Confidential Information"**.

- 1.8. **"Citizens Data"** means all Clearinghouse Input Data and all data in an electronic format that is provided to the Carrier Systems by the Cloud Services (including the Platform and QAS) for a new business or renewal quote from the Carrier Systems in furtherance of the Clearinghouse Program, including Other Quote Information unless otherwise agreed by the Parties.
- 1.9. **"Citizens Provided Rater"** means the functionality of the Platform that incorporates Citizens as a carrier option for quoting and access to the Clearinghouse Program.
- 1.10. **"Clearinghouse Input Data"** means all data in an electronic format that: (a) Citizens enters into (or causes to be entered into) the Cloud Services (including the Platform and QAS); (b) a General Authorized User enters into (or causes to be entered into) the Cloud Services (including the Platform and QAS) to obtain a quote from Citizens using the Citizens Provided Rater, (c) a Clearinghouse Agency User enters into (or causes to be entered into) the Cloud Services (including the Platform and QAS) or (d) is provided to the Cloud Services (including the Platform and QAS) by the Carrier Systems.
- 1.11. **"Claim"** means a suit, action, claim, cause of action, demand, or litigation brought, made, or filed against Citizens or Vendor (or either of their respective Indemnitees), as applicable, by a third party that is not an Affiliate. The term "Claim" will also include the liabilities, losses, damages, expenses, and fees of Citizens or Vendor (or such respective Indemnitee), as applicable, for such third party suit, action, claim, cause of action, demand, or litigation.
- 1.12. **"Clearinghouse Agency User"** means an Agency or, Agent who uses the Cloud Services exclusively as an Authorized User limited to use of the Citizens Provided Rater under this Agreement.
- 1.13. **"Clearinghouse Program"** means the organizational unit of Citizens established to enhance access to offers of coverage from private carriers for new applicants and existing Citizens policyholders and to confirm statutory eligibility for coverage with Citizens.
- 1.14. **"Cloud Environment"** means an application hosting and data center environment that is used by Applied to host and deploy Software.

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- 1.15. **"Cloud Services"** means the Software that is deployed via the Cloud Environment, including the Platform and QAS (defined in Section 3).
- 1.16. **"Deliverables"** means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under the Agreement and excludes Software or any Cloud Services.
- 1.17. **"Effective Date"** means the date on which the last Party executes this Agreement.
- 1.18. **"Documentation"** means product specifications, operation manuals, user guides, and other related information and documentation, including any Services descriptions, whether in print or electronic form, provided to Citizens for use with the Services or any component thereof, including all updates, revisions, or additions thereto.
- 1.19. **"Enhancements"** means all modifications, patches, Updates, upgrades, improvements, new releases, revisions, corrections and versions to the Services, no matter how numbered or named.
- 1.20. **"General Authorized User"** means an Authorized User who has independently contracted with Applied for the Cloud Services or other related services (e.g. an additional rating product or agency management system or functionality) in addition to the use of the Citizens Provided Rater.
- 1.21. **"Go-Live Date"** means the date on which the Software is accepted for use by Citizens (pursuant to Section 8) and deployed to the production environment (as opposed to testing or demonstration data). May also be referred to as **"Activation"**. There will be one Go-Live Date for Track A (as defined in SOW). The Parties may agree to additional Go-Live-Dates as part of the Implementation Services.
- 1.22. **"Implementation Services"** as defined in **Exhibit C - Statement of Work ("Exhibit C")**.
- 1.23. **"Indemnitee(s)"** means the Citizens Indemnitee(s) or Vendor Indemnitee(s), as applicable.
- 1.24. **"Named Basis"** means a license or seat that is provisioned to a specific individual and cannot be shared among or used by other individuals or Authorized Users.
- 1.25. [REDACTED]
- 1.26. **"Personally Identifiable Information"** or **"PII"** means any information that identifies, directly or indirectly, 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.
- 1.27. **"Professional Services"** means collectively Training Services, professional consulting, data translation, Implementation Services, or other professional services to be provided by Applied in relation to the Agreement and Software provided hereunder but excluding Cloud Services.
- 1.28. **"Service Credit"** or **"Service Level Credit,"** as defined in **Exhibit B – Service**

Level Agreement (“Exhibit B”).

- 1.29. **“Service Fees”** means the fees for the applicable Service as may be set forth in any attachment or exhibit to the Agreement, any applicable order document, or Statement of Work.
- 1.30. **“Service Levels”** means those service levels and standards set forth on Exhibit B.
- 1.31. **“Services”** means all services and Deliverables to be provided by Vendor to Citizens under the Agreement including Cloud Services and Professional Services (including, but not limited to Implementation Services and Training Services).
- 1.32. **“Software”** means any software provided or made available by Vendor pursuant to the Agreement. The term “Software” shall exclude any Deliverables, Work Product, and any software programs that are subject to a separate standalone agreement between Citizens and Vendor (i.e. Ivans branded products).
- 1.33. **“Statement of Work” or “SOW”** means a document(s) executed by both Parties specifying the scope, assumptions, prerequisites, estimated timing, deliverables, and/or other matters specific to non-Support-related Professional Services to be rendered by Applied for Citizens.
- 1.34. **“Technical Support”** means the technical support services offered by Vendor as described on Exhibit B.
- 1.35. **“Third-Party Software”** means software which is proprietary to any third party which may be either licensed to Citizens pursuant to the Agreement or otherwise made available or accessible to Citizens. Applied will identify any use of such Third-Party Software.
- 1.36. **“Updates”** means subsequent releases of Software which are generally made available for supported Software at no additional charge to enhance, correct design faults, discrepancies or defects (“bugs”) in the Software.
- 1.37. **“Uptime”** shall have the meaning set forth in Exhibit B, Section 2.3.
- 1.38. **“Vendor Staff”** means any of Vendor’s or its Affiliates’ employees, agents, subcontractors, or representatives who: (a) provide the Services; or, (b) have access to Citizens Confidential Information or Citizens Data in furtherance of Vendor’s performance of its obligations under the Agreement.
- 1.39. **“Work Product”** means any and all Deliverables produced or provided in the course of Applied or its Affiliates providing Services and/or Professional Services to Citizens, including, without limitation, reports, charts, visuals, statistical data, templates, and documentation, whether in print, on-line, electronic, or other form, that are provided by Applied or otherwise derived therefrom.

2. Term and Renewals.

- 2.1. **Term of Agreement.** The Agreement shall commence on the Effective Date and, [REDACTED], shall continue for five (5) years from Track A Go-Live Date (“**Initial Term**”) unless otherwise terminated pursuant to Sections 16.4.-16.6.
- 2.2. **Renewals.** The Agreement may be renewed for five (5), one (1) year renewal periods (each a “**Renewal Term**”) either: (a) by Citizens, at its discretion upon one hundred and twenty (120) calendar days prior written notice to Vendor before

the commencement of a Renewal Term; or, (b) by mutual written agreement of the Parties at any time prior to commencement of a Renewal Term. The Parties acknowledge and agree that should Citizens fail to opt-in to a Renewal Term as provided above, that Vendor shall suspend access to the Services on the close of business on the last day of the Initial Term or then-current Renewal Term as the case may be. Renewals shall be subject to the same terms and conditions set forth in the Agreement at the time of renewal, including any amendments signed by the Parties. The Initial Term and Renewal Term(s) shall be referred to as the “**Term**.”

3. Services. As further described in Exhibit A, Vendor shall provide the following Services.

- 3.1. Authorized Users; Authorized Uses. As set forth in Exhibit A and subject to the timely payment of Service Fees by Citizens, Vendor grants Citizens a limited, revocable (only where permitted by the Agreement), nonexclusive, non-sublicensable, non-transferable, and worldwide right for any Citizens’ appointed Agency and Agents, or Citizens’ auditor, contractor, or employee (each, an “**Authorized User**”) to access and use the Software through the Cloud Services for the purposes set forth below or as otherwise described in Exhibit A:
- 3.1.1. using the Cloud Services in connection with an Agency’s internal insurance operations and business purposes in furtherance of the Clearinghouse Program and in compliance with the Agreement;
 - 3.1.2. interacting with the functionality of the Cloud Services for storing, processing, and accessing Clearinghouse Input Data, and otherwise receiving benefit of the Cloud Services through such interaction;
 - 3.1.3. using the Cloud Services interfaced with any process or system that Citizens now uses or may hereafter use;
 - 3.1.4. using the Cloud Services without regard to the method of access, such as through a web browser, mobile application, remote desktop, or similar interface form on any compatible computing device, owned or operated by or on behalf of Citizens or an Authorized User; and,
 - 3.1.5. only Citizens staff or contractors may use and copy the Documentation as necessary to internally support Citizens’ use of the Platform including incorporating elements of the Documentation into training or reference materials used internally by Citizens, provided that the copyright notices and other proprietary rights legends of Vendor are included on each copy, or any portion thereof, of the Documentation contained in any such training or reference materials, provided that Citizens may not redistribute the Documentation to Agencies without Vendor’s express written permission but instead Vendor shall distribute Documentation regarding use of the Platform to Agencies; and for purposes of EZLynx Quoting Automation Service (“**QAS**” meaning a self-service consumer-facing portal that is independent offering from the Platform that allows consumers to obtain insurance quotes via the internet from a connection to the EZLynx broker management system) only.
 - 3.1.6. In connection with the license rights set forth above, each Authorized User must be assigned to one individual Citizens’ employee, contractor (not

performing technical development services), or auditor or Agent on a Named Basis and log-ins may not be shared between Authorized Users.

- 3.2. Restrictions. Except as expressly authorized in the Agreement, Citizens and the Authorized Users shall NOT: (a) remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear in or on any Software or Cloud Services; (b) disassemble, decompile, reverse-engineer, modify, transform, otherwise translate, or attempt to gain unauthorized access to the Software or Cloud Services (including any source code); or (c) create derivative works, license, sublicense, resell, lease, lend, distribute, publish, duplicate, reproduce, assign, transfer or otherwise make available the Software or Cloud Services to any third party, in whole or part; provided, that this clause (d) shall not prohibit the limited license right for usage of the Cloud Services by Authorized Users as set forth in the Agreement. All rights not expressly granted to Citizens in the Agreement are reserved by Vendor and its licensors.

3.3. Changes in Number of Authorized Users.

- 3.3.1. During the Term, [REDACTED], Citizens agrees to meet the Minimum Total Monthly User Fee (e.g. [REDACTED] per month) described in Exhibit A Order 3 (the "**Minimum Commitment**").
- [REDACTED]

- 3.3.2. Citizens acknowledges and agrees that each of: (a) the Minimum Commitment Fees and (b) actively participating and cooperating in the implementation process described in Exhibit C are material obligations of Citizens. In addition to the other material obligations of Vendor in the Agreement, Vendor acknowledges and agrees that actively participating and cooperating in the implementation process are material obligations of Vendor.

- 3.4. Separate Relationships of Vendor. Citizens acknowledges and agrees that (a) Vendor has and will enter into contracts directly with Agencies or Agents to provide access to and use of certain services and products (including the Cloud Services and related Software) to such Agencies or Agents that are not acting in the capacity of an insurance carrier and (b) Citizens will not, without the written authorization of Vendor, provide any Agent or Agency access to portions of the Cloud Services that Applied has provisioned to Citizens for access only by Citizens employees or other limited Authorized Users, such as a test environment for Citizens IT professionals.

- 3.5. Control and Location of Services. The method and means of delivering the

Services shall be under the exclusive control, management, and supervision of Vendor, giving due consideration to the requests of Citizens. Except as otherwise specified in Exhibit A, the Services shall be provided solely from within the continental United States, Canada, or India and on computing, network, and data storage devices residing therein.

- 3.5.1. Subcontractors. Within thirty (30) calendar days following the Effective Date, Vendor shall provide Citizens with a list of all subcontractors with direct access to PII contained within Clearinghouse Input Data that are used by Vendor in delivering the Services. Vendor shall not enter into any additional subcontracts for the delivery of the Services where such subcontractor has direct access to PII contained within Clearinghouse Input Data without prior written notice to Citizens. Vendor's subcontracting delivery of any of the Services shall not relieve Vendor of any of its duties or obligations under the Agreement, and Vendor shall indemnify and hold Citizens harmless from any payment required to be paid to any such subcontractors.
- 3.5.2. Offensive or Disparaging Content. Where the Services or any web-based services used in delivering the Services contain offensive content or portray Citizens in a disparaging way, as solely determined by Citizens, Vendor shall immediately remove the offensive or disparaging content.
- 3.6. Storage. The Services shall include the applicable allocation of base data storage described in Exhibit [REDACTED]
- 3.7. Development and Test Environments. In addition to production use of the Cloud Services, Citizens is entitled to one development and one test environment for use by Citizens (and not each Citizens' appointed Agency or Agent) [REDACTED]. [REDACTED] such non-production environments shall have the same data storage and processing capacities as the production environment. Vendor shall cooperate with Citizens' requests in managing the non-production environments [REDACTED]. Such use and access of non-production environments is limited as follows: (a) it shall not process any "live" or production data for commercial gain and ideally should be fake sanitized data that cannot identify a real consumer, (b) the number of "test" concurrent users in aggregate among all non-production licenses may not exceed the number of Authorized Users licensed to Citizens for "production" or "live" use; and (c) Citizens must remain current on fees for the same or equivalent Services that is in production use.
- 3.8. Documentation. Vendor represents that the Services descriptions and the Documentation referenced in Exhibit A accurately and reasonably describe the functionality and features of the Services as of the Effective Date. Vendor shall ensure that the Documentation shall at all times be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to the access and use of the Services.
- 3.9. Changes in Functionality. Vendor shall not materially diminish the functionality in any part of the Cloud Services.

- 3.10. Click-Through Terms and Conditions. Clearinghouse Agency Users may be required to “click through” or otherwise accept or be made subject to terms and conditions presented when accessing or using the Citizens Provided Rater via the Cloud Services provided under this Agreement. Citizens and Vendor will mutually agree to such terms and conditions in advance. The terms and conditions will contain appropriate security safeguards, and may address prohibited user actions that may impair the integrity or operation of the Cloud Services. The terms and conditions will not require that an Agent or Agency transfer data ownership to Vendor, or indemnify Vendor, as it relates to Clearinghouse Input Data. Such terms and conditions are not binding on Citizens’ itself and shall have no force or effect as to the Services or the Agreement between Citizens and Vendor.
- 3.11. Agile Delivery of Professional Services. Project requirements and work schedules of Citizens may evolve and, therefore, Vendor will be expected to deliver any Professional Services in a flexible, iterative, transparent, and collaborative manner. Citizens expects to have regular visibility into the Professional Services and a regular opportunity to provide contemporaneous and retrospective feedback. Citizens’ work schedule and timing of Work Product associated with any Professional Services may require Changes to the Professional Services that are within the general scope of Exhibit A and may be adjusted in accordance with Section 7. Of this Agreement.
- 3.12. Process and System Requirements. Vendor shall have in place and ready for use all the appropriate processes, systems, software, and hardware to ensure its ability to deliver the Services in the manner set forth in this Agreement. Vendor agrees to execute any third-party agreements reasonably required to permit it to obtain any necessary access to Citizens’ systems. Upon request by Citizens, Vendor shall provide Citizens with proof that it meets all the requirements of this provision prior to providing Services.
- 3.13. Vendor Staff Qualifications and Removal. All Vendor Staff shall be properly trained and qualified to deliver any Professional Services, such as Implementation Services and Training Services. All Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling statutes, laws, and regulations relevant to the Services. If Vendor knows or learns of circumstances indicating that a Vendor Staff member: (a) lacks the proper training or qualifications to deliver the Services; or, (b) is lacking in honesty or integrity relevant to performance of the Services, then Vendor will not allow that person to deliver the Services. Further, if Citizens determines that a Vendor Staff member is unsuitable for his/her role under the Agreement for any reason, including but not limited to knowledge, skills, experience, abilities, academic qualifications, credentialing, licensure, veracity, or conduct, Citizens shall notify Vendor and request Vendor to promptly provide a qualified replacement reasonably acceptable to Citizens.
- 3.14. Access to Carrier Systems. Citizens hereby grants to Vendor, its Affiliates, and the Vendor Staff a non-exclusive, non-transferable (except as may be provided herein), revocable (as described herein), royalty-free license during the Term of this Agreement to allow access to and use of the Carrier Systems for the use by the Cloud Services (including the Platform and QAS) to the extent that the Carrier Systems are available. Vendor acknowledges that Citizens may at any time alter,

modify, or terminate the technology structure or standards of the Carrier Systems, including the method of access and any other information relating to the Carrier Systems or the transmission of any information. Citizens shall cooperate with Vendor and provide Vendor with advance notice of any such alteration, modification, or termination to ensure Vendor is able to access those portions of the Carrier Systems (as it currently exists or as it may be modified in the future) which are necessary to permit access via the Cloud Services (including the Platform and QAS). If Vendor is delayed in fulfilling or is unable to fulfill any of its obligations under this Agreement, in whole or in part, due to the Carrier Systems (including any alterations, modifications, or termination by Citizens of such Carrier Systems without reasonable notice to Applied), then Vendor shall be excused and have no liability under the Agreement in connection with or relating to such delay or failure. Citizens and Vendor anticipate that Vendor will access the Carrier Systems via the Internet; however, if any specialized arrangements are required for access to the Carrier Systems other than through the Internet, any such expense or cost related to access to the Carrier Systems, including the purchase of additional software, shall be at Vendor's sole cost and responsibility, provided Vendor shall not be obligated to incur such costs. Citizens agrees to cooperate with Vendor by supplying reasonable information, technical details, and access to relevant personnel for Vendor to successfully accomplish its purposes hereunder, including the development of any interface needed to access the Carrier Systems. Where Vendor does not believe it has such reasonable information, technical details, or access to relevant personnel, Vendor shall immediately notify Citizens. Vendor acknowledges that changes in Citizens' business, such as rate or rule filing changes required by law, may necessitate changes in the Carrier Systems and Cloud Services to successfully accomplish the purposes set forth in this Agreement. Vendor agrees to exercise best efforts to promptly complete such changes in the Cloud Services in cooperation with Citizens, including as may be required outside of Vendor's quarterly development cycle.

- 3.15. Order Documents and Statements of Work. Vendor and Citizens may elect to mutually execute separate order document(s) or statement(s) of work to further define the scope, payment obligations, or other matters relating to the Services under the Agreement. If Vendor and Citizens elect to execute such separate order document(s) or statement(s) of work, such order document(s) or statement(s) of work shall reference the Agreement and shall be deemed governed by the terms of the Agreement. If there is a conflict between any of the terms or provisions of the Agreement (including any attachments or exhibits) and any such order document(s) or statement(s) of work, then the conflicting term or provision in the applicable order document(s) or statement(s) of work shall govern and control.

4. Services Standards and Service Levels.

- 4.1. General Services Warranty. In addition to all other requirements in the Agreement, Vendor shall use reasonable and good faith efforts to meet the Service Level Standards set forth in Exhibit B.
- 4.2. Post-Implementation Support Warranty Period. There will be a [REDACTED] [REDACTED] post-implementation support warranty period for the Implementation Services. During the post-implementation support warranty period, system support may be handed off to regular support teams, but the implementation team

shall remain available, at no additional fee, to assist in resolving issues or problems that arise.

- 4.3. Monitoring of Performance. Vendor shall continuously monitor and record its performance to ensure that all of Vendor's responsibilities and obligations hereunder are being fulfilled and met. Citizens may conduct programmatic and other administrative contract monitoring during the term of the Agreement to monitor and measure the performance of Vendor and the delivery of Cloud Services, provided that (a) such activities do not impact Vendor's ability to perform Services and are only done with at least thirty (30) calendar days' notice to Vendor and at Vendor's consent, which shall not be unreasonably withheld, and (b) Citizens executes mutually agreeable additional documentation reasonably required by Vendor in connection with such necessary monitoring or measuring.
- 4.4. Reports. On a quarterly basis in arrears during the Term of the Agreement, Vendor shall provide a report to Citizens describing the delivery of the Cloud Services as compared to the Service Level Standards. The report shall contain information agreed between the Parties, for example only: (a) actual delivery performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Vendor has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; and, (d) any Service Credit due to Citizens. Vendor and Citizens will meet once per quarter to review Vendor's delivery performance as it relates to the Service Level Standards.
- 4.5. Termination for Repeated Failures. Citizens shall have, in addition to any other rights and remedies available under the Agreement, at law, or in equity, the right to immediately terminate the Agreement, in whole or in part, where Vendor fails to meet the Uptime for three (3) months out of any rolling twelve (12) month period.

5. Support: Maintenance: Additional Services.

- 5.1. Technical Support. Vendor shall provide the Technical Support described in Exhibit B. [REDACTED].
- 5.2. Maintenance. As further detailed in Exhibit B, Vendor shall provide Updates and Enhancements to the Cloud Services to ensure: (a) the functionality of the Cloud Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Cloud Services is in accordance with the representations and warranties set forth herein, including but not limited to, the Cloud Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth herein and in the Documentation; (c) the Service Level Standards can be achieved; and, (d) the Cloud Services work with the then-current version and the three prior versions of Google Chrome, Microsoft Edge, and Mozilla Firefox Internet browsers, subject to installation of certain features on an individual Windows based computer. [REDACTED].

- 5.2.1. Required Notice of Maintenance. Unless as otherwise agreed to by Citizens on a case-by-case basis, Vendor shall take commercially reasonable efforts to provide no less than [REDACTED] prior

written notice to Citizens of all non-emergency maintenance to be performed on the Cloud Services, such written notice including a sufficient description of all maintenance to be performed. For emergency maintenance, Vendor shall provide as much prior notice as commercially practicable to Citizens and shall to the extent practicable provide a reasonable description of all emergency maintenance performed following the implementation of the emergency maintenance.

- 5.3. Training Services. Vendor shall provide the Training Services, if any, described in SOW ("**Training Services**"), which shall also describe any associated Service Fees.

6. Deliverables and Work Product: Intellectual Property Rights.

- 6.1. Deliverables and Financial Consequences. Where Exhibit A or any SOW describes Deliverables to be provided by Vendor, each such Deliverable must be provided by Vendor to Citizens in the time and manner specified therein. Failure to do so will entitle Citizens to enforce any financial consequences specified in Exhibit A or such SOW, which can include withholding any milestone payment associated with the Deliverable until such delivery is made, in addition to any other rights and remedies available under the Agreement.
- 6.2. Title to Software & Work Product; Restrictions. All right, title, and interest, including copyright and other intellectual property rights, in and to the Cloud Services (including the Platform and QAS), Software and Documentation, and all graphics, user interfaces, logos, and trademarks in or on the same, are and shall remain the property of Applied or its licensors. All right, title, and interest, including copyright interests and any other intellectual property rights, in and to Work Product and Deliverables are and shall remain the exclusive property of Applied. The Cloud Services (including the Platform and QAS), Software, Documentation, Deliverables, and Work Product are not and shall not be considered "work made for hire" (as defined in the U.S. Copyright Act (17 U.S.C. §101 et seq.)) or a work made in the course of employment (as codified in other territorial laws), regardless of territory. All Updates, as well as ideas or suggestions made by Citizens for program improvements, shall be the property of Applied and subject to the Agreement. Citizens is not authorized to make any derivative works, modifications of, or implement any program improvements to any Applied intellectual property, including without limitation, the Software and Cloud Services (including the Platform and QAS). To the extent Citizens violates this prohibition, Citizens automatically assigns to Applied, upon creation, all right, title, and interest in and to such materials, including copyright and any other intellectual property interests, without the necessity of further consideration and, in such case, without any claim that Applied has waived Citizens' breach of this provision or Subsection 3.2. Applied does not grant Citizens any license or rights in or to the Software, Cloud Services (including the Platform or QAS), Deliverables, Work Product, or any of its components except as specifically stated in this Agreement. Citizens agrees that the Software and Cloud Services (including the and Platform and QAS) constitutes, embodies, and/or contains valuable trade secrets, proprietary information, and other Vendor Confidential Information owned by Applied or its licensors and that any use or disclosure to third parties not specifically authorized in writing by Applied or its licensors or as otherwise permitted herein is prohibited. This Subsection shall survive the termination of the

Agreement or any terminated part thereof.

- 6.3. License to Work Product. Effective upon completion of the Professional Services under an applicable statement of work and payment in full by Citizens of the fees and expenses related to such Professional Services, Applied grants to Citizens a personal, non-transferable, non-sublicensable, non-exclusive, and limited license to use the resulting Work Product of such Professional Services during the Term solely in connection with Citizens' insurance operations.
- 6.4. Data Reports. Applied grants to Citizens a personal, non-transferable, non-sublicensable, non-exclusive, and perpetual license to use the Citizens Carrier Pulse Reports Citizens Usage Reports, and other data analytics reports (e.g. Florida Market Intelligence Report or Citizens platform reporting) provided during the Term pursuant to an Ordering Document.
- 6.5. Third-Party Programs. Subject to Citizens' prior approval (if Third-Party Software is for use exclusively by Citizens), which shall not be unreasonably withheld, Applied may distribute (or deploy in the Cloud Environment) certain Third-Party Software and products to Citizens or the Software or Cloud Services may integrate, connect, incorporate, or interact with certain Third-Party Software. Citizens' use of such Third-Party Software or programs is subject to the terms, conditions, and warranties (if any) that are made solely by the applicable third-party provider or licensor. Some Third-Party Software may require the parties to agree in writing to a separate license agreement, presented at the time of licensing.
- 6.6. Third-Party Information and Disclaimer of Accuracy. Citizens understands and acknowledges that the Cloud Services include information and data that may be supplied by third parties (including, but not limited to, policy pricing) or may otherwise generate or create information or data that is based on or reliant on such third-party information or data (collectively, "**Third Party Information or Data**"). Vendor is not responsible for verifying or confirming the accuracy or completeness of any such Third Party Information or Data. All such Third Party Information or Data is provided "as-is" and the express disclaimers set forth in Section 14.6 apply to all such Third Party Information or Data, [REDACTED]
[REDACTED]
Citizens agrees, acknowledges, and accepts such disclaimer and deems such disclaimer reasonable given the nature of its industry and the services being provided.

7. Changes.

- 7.1. Change Process. Citizens may require changes altering, adding to, or deducting from the Services (each, a "**Change**"), provided that the Parties will cooperate in good faith to determine the scope and nature of a Change, the availability of Vendor Staff, the expertise, cost, and resources to provide such Change, and the time period in which such Change will be implemented.
- 7.2. Modifications. A Change resulting in an increase or decrease to Vendor's compensation, or the scope of Services must be evidenced by a formal amendment to the Agreement provided that some Changes may be effected through the Change process described in Subsection 7.1. of 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 the Agreement.

8. Acceptance.

8.1. Acceptance of Professional Services and Work Product. For all Professional Services and Work Product, if any, provided under Exhibit A or any Statement(s) of Work, Vendor grants to Citizens a [REDACTED] acceptance period ("**Acceptance Period**") commencing on the date completed Services are delivered to Citizens. Such Acceptance Period may be increased or decreased with respect to any such Professional Services or Work Product as specified in Exhibit A or any applicable statement(s) of work. 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 as expressly provided in the Agreement.

8.1.1. 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 [REDACTED] to correct the Defect.

8.2. Acceptance of Production Services. [REDACTED]

[REDACTED] For the purposes of this Subsection, acceptance by Citizens means that testing has been performed by Citizens in order to demonstrate that the Services comply with the Documentation and comply with any startup and initialization specifications described in Exhibit A or any applicable SOW, which includes the Go-Live Date occurring. Such testing shall be completed in accordance with the timetable set forth in Exhibit A or such applicable SOW. Upon acceptance by Citizens, Citizens shall promptly issue to Vendor an acceptance certificate signed by an authorized representative of Citizens confirming acceptance by Citizens.

9. Compensation.

9.1. Maximum Compensation and Budget Requirement. Citizens' obligation to pay Vendor for all Services accepted and reimbursable expenses under the Agreement: (a) shall not exceed a total dollar amount of thirty five million seven hundred twenty thousand eight hundred and ninety two U.S. dollars (\$35,720,892.00) ("**Board Approved Contract Limit**"); and, (b) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis; provided, that if Citizens is unable to obtain funding for the full amount of the Service Fees for any year of the Term, then Citizens shall notify Vendor at least ninety (90) calendar days prior to the beginning of such year of such funding limitation, and the Parties shall negotiate in good faith an adjustment

to the Services to address such funding limitation.

[REDACTED]

As of the Effective Date, the Parties acknowledge that Citizens has obtained approval for the Board Approved Contract Limit as statutorily required.

- 9.2. Service Fees and Compensation Schedule. Vendor will be paid for the Services in accordance with the Service Fees and Compensation Schedule described in Exhibit A and, as applicable, Section 9 of this Agreement. [REDACTED]

- 9.3. Payments Upon Termination. Upon the termination of the Agreement, in whole or in part, Citizens shall pay to Vendor all undisputed amounts due and payable hereunder, if any, and Vendor shall pay to Citizens all amounts due and payable hereunder, such as a Service Credit or prepaid Service Fees, if any.

- 9.4. Invoices. All compensation requests for the Services or travel-related expenses, where permitted, must be in accordance with this Subsection and submitted to the attention of Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 with a copy to Citizens' Contract Manager or designee as identified in Subsection 19.2. of this Agreement. Such compensation requests, in the form of an accurate invoice, must: (a) be timely submitted to Citizens to be eligible for payment; (b) be in accordance with the Compensation Schedule described in Exhibit A; (c) be legible; (d) be in sufficient detail for a pre- or post audit; (e) be page-numbered, (f) be in US dollars; and, (g) include, at a minimum, the following: (1) unique invoice number; (2) invoice date; (3) as applicable, Citizens purchase order number, Agreement number, and/or task order number; (4) Vendor's name, address, and phone number (and remittance address, if different); (5) Vendor's Tax Identification Number; (6) Citizens' billing contact (7) Services period; (8) itemized Services (such as Milestones, Deliverables, Functionality, , Change Order), or, in the case of time and materials procured by Citizens (such as additional Professional Services), itemized time and materials, for which compensation is being sought; and, (9) taxes listed separately, if applicable (see Subsection 9.9. of this Agreement).

- 9.5. Payment Processing. Citizens may reasonably require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under the 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 the date of 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 raise such dispute within (30) calendar days of the date of invoice and will describe the basis for the disputed portion of the invoiced amount.

Citizens shall still pay the undisputed portion of the value of the invoice that is not disputed in accordance with the payment terms of such invoice. Where Vendor disagrees with Citizens' dispute of any invoice, the Parties shall seek to resolve the dispute in accordance with Subsection 18.1. of 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. Except for invoices in dispute and re-raising of same, 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.

- 9.6. Travel-related Expenses. Where Exhibit A includes the necessity for Vendor Staff travel, 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.
- 9.7. No Additional Charges. Except for the compensation described in the Compensation Schedule, or an Order, and travel-related expenses, where 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.
- 9.8. Offsets and Credits. Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor upon mutual prior written agreement. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) calendar days following Citizens' request.
- 9.9. 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 the 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.
- 9.10. Billing Reviews by Third-Parties. For purposes of determining the competitiveness and appropriateness of any fees charged to Citizens by Vendor hereunder, Citizens upon prior notice to Vendor, with an opportunity to object, is entitled to disclose to a third-party data pertaining to any fees paid or payable by Citizens to Vendor.

10. **Non-Disclosure of Confidential Information.**

- 10.1. **Obligation of Confidentiality.** Each party agrees to: (a) hold the other party's Confidential Information in strict confidence; (b) not use the other party's Confidential Information for any purposes whatsoever other than as related to the performance of its obligations under the Agreement or its rights granted therein; (c) not copy, reproduce, sell, transfer, or otherwise dispose of, give, or disclose such other party's Confidential Information to third parties other than (i) with respect to Vendor, disclosure to Vendor Staff who have a need to know in connection with the performance of the Agreement and (ii) with respect to Citizens, disclosure to Citizens' employees, agents, subcontractors, or representatives who have a need to know in connection with receipt and use by Citizens of the Services under this Agreement ("**Citizens Representatives**"); (d) be solely responsible for informing any Vendor Staff or Citizens Representatives, as applicable, with access to the other party's Confidential Information of the confidentiality provisions of the Agreement and to be responsible for any acts of those individuals that violate such confidentiality provisions; (e) provide Vendor Staff or Citizens Representatives, as applicable, having access to the other party's Confidential Information with work environments that are designed to protect against inadvertent disclosure to others; (f) use its reasonable efforts to assist the other party in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any of the other party's Confidential Information (which will be no less than the reasonable efforts such party uses to protect its own Confidential Information) and to cooperate in promptly remedying such situation; and, (f) advise the other party immediately in the event that such party learns or has reason to believe that any individual who has or has had access to the other party's Confidential Information has violated or intends to violate the confidentiality terms of the Agreement and to cooperate with the other party (at the other party's expense) in seeking injunctive or other equitable relief against any such individual. Nothing in this Agreement prohibits 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.
- 10.2. **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).
- 10.3. **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.
- 10.4. **Return of Confidential Information.** Upon a party's request during the Term of the Agreement or upon the expiration or termination of the Agreement, in whole or in part, for any reason, the other party shall promptly return to such party all copies, whether in written, electronic, or other form or media, of such party's Confidential Information in its possession or securely dispose of all such copies, and certify in writing to such party that such party's Confidential Information has been returned to such party or disposed of securely; provided, that (a) each party shall be permitted to retain the other party's Confidential Information to comply with any applicable legal obligation and (b) Citizens acknowledges that such deletion is subject to Vendor's applicable backup destruction policies and procedures, which

may require [REDACTED] to be removed from backup systems. If the return or destruction of such Citizens Confidential Information prevents Vendor from performing its obligations under this Agreement, in whole or in part, then Vendor shall have no liability under this Agreement in connection with or relating to such failure to fulfill such obligations.

- 10.5. Disposal of Confidential Information. The disposal of all printed materials containing a party's 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).
- 10.6. Notification of Anticipatory Breach. Each party 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 the other party's Contract Manager in writing of such inability.
- 10.7. Remedies. Each party acknowledges that any anticipatory, threatened, or actual breach of the other party's obligations under this Section may give rise to irreparable injury to the disclosing party and its customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, the party at risk may seek and obtain injunctive relief against the anticipatory, threatened, or actual breach of any of the provisions of this Section, in addition to pursuing any other rights or remedies under the Agreement or available at law or in equity, including, the immediate termination, at the aggrieved party's sole election and without penalty, of the Agreement, in whole or in part.
- 10.8. Mandatory Disclosure. The obligations of each party in this Section 10 shall not restrict any disclosure by a party of the other party's Confidential Information pursuant to any legal or regulatory requirements; *provided, that* such party (to the extent it is able) shall give prior notice to the other party so that the other party may seek an appropriate protective order or other remedy or waive the provisions of this Agreement, and such party shall cooperate with the other party (at the other party's expense) to obtain such protective order. In the event that such protective order or other remedy is not obtained, such party shall furnish only that minimum portion of the other party's Confidential Information that such party believes is legally required to be disclosed. Such disclosed Confidential Information shall remain subject to the terms and obligations of this Agreement before and after such required disclosure.
- 10.9. The provisions of this Section 10 (inclusive) shall survive the termination of the Agreement or any terminated part thereof.

11. Information Security and Data Privacy.

11.1. Citizens Data.

- 11.1.1. Ownership. Citizens and Vendor agree to not amend, modify, interfere with, or limit an Agent's right to expirations, records, or other Clearinghouse Input Data directly related to applications or renewals written through Citizens or other carriers, to the extent such right is granted to the Agent under section 627.3518, Florida Statutes. [REDACTED]

The redacted information is trade secret information that is confidential and exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution pursuant to Sections 815.045, 812.081, 119.0715, and 688.002, Florida Statutes.

[REDACTED]
Citizens warrants it has the sufficient rights, consents, approvals, interest, and authority for the use, collection, disclosure, and access of/to the Clearinghouse Input Data as contemplated by the Agreement. [REDACTED]
[REDACTED]

- 11.1.2. Vendor Use of Clearinghouse Input Data. Vendor is permitted to collect, process, store, generate, and display Clearinghouse Input Data only to the extent necessary for the sole and exclusive purpose of delivering the Services or as otherwise permitted in this Agreement. [REDACTED]
[REDACTED]

- 11.1.3. Extraction of Citizens Data. Anytime at Citizens' request, Applied will make a copy of the Citizens Data in Applied's possession and send it to Citizens, for which Applied will charge Citizens for time, materials, and shipping. At termination of the Agreement upon written request, Applied will provide a copy of Citizens Data that Applied may have in its possession within a reasonable period subject to full payment by Citizens of any outstanding balances including reasonable costs of providing such copy (if any).

- 11.1.4. Backup and Recovery. As part of the Cloud Services, Vendor is responsible for maintaining a backup of Clearinghouse Input Data and for an orderly and timely recovery of such data in the event that the Cloud Services may be interrupted. Any backups of Clearinghouse Input Data shall not be considered in calculating any storage used by Citizens.

- 11.1.5. [REDACTED]
[REDACTED]

The redacted information is trade secret information that is confidential and exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution pursuant to Sections 815.045, 812.081, 119.0715, and 688.002, Florida Statutes.



11.2. Security and Confidentiality of Clearinghouse Input Data.

11.2.1. General Requirements. Vendor shall implement and maintain safeguards designed to: (a) ensure the security and confidentiality of Clearinghouse Input Data; (b) protect against any anticipated threats or hazards to the security or integrity of Clearinghouse Input Data; (c) protect against unauthorized access to or disclosure of Clearinghouse Input Data; (d) protect against the use of Clearinghouse Input Data that could cause harm or inconvenience to Citizens or any customer of Citizens; (e) encrypt Clearinghouse Input Data as set forth in Section 11.2.6; (f) protect against unauthorized, accidental or unlawful destruction, loss, alteration, encryption or misuse; (f) ensure the availability of Clearinghouse Input Data; and, (g) ensure the proper disposal of Clearinghouse Input Data. Vendor acknowledges and agrees that it is subject to Section 501.171, Florida Statutes as a "**Third-Party Agent**" (as defined in Section 501.171) for Citizens with respect to Clearinghouse Input Data that is covered by such Section, and, to the extent applicable to the Clearinghouse Input Data, may be subject to other applicable laws and regulations related to information security and data privacy of Clearinghouse Input Data. Citizens acknowledges and agrees that the requirements of this Section 11.2.1 will be satisfied by Vendor's compliance with Section 11.2.2 and no breach of this Section 11.2.1 shall be deemed to occur if Vendor has complied with Section 11.2.2.

11.2.2.



The redacted information is trade secret information that is confidential and exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution pursuant to Sections 815.045, 812.081, 119.0715, and 688.002, Florida Statutes.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The redacted information is trade secret information that is confidential and exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution pursuant to Sections 815.045, 812.081, 119.0715, and 688.002, Florida Statutes.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The redacted information is trade secret information that is confidential and exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution pursuant to Sections 815.045, 812.081, 119.0715, and 688.002, Florida Statutes.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The redacted information is trade secret information that is confidential and exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution pursuant to Sections 815.045, 812.081, 119.0715, and 688.002, Florida Statutes.



- 11.3. Subcontractors. Vendor shall make commercially reasonable efforts to confirm that subcontractors at any level who obtain access to Clearinghouse Input Data have procedures in place that materially comply with this section.
- 11.4. 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 Manager in writing of such inability.
- 11.5. Remedies. Vendor acknowledges that any anticipatory, threatened, or actual breach of Vendor's obligations under this Section 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 anticipatory, threatened, or actual breach of any of the provisions of this Section, in addition to pursuing any other rights or remedies under the Agreement or available at law or in equity.
- 11.6. The provisions of this Section shall survive the termination of the Agreement or any terminated part thereof for so long as such information is maintained.

12. Records: Audits: Public Records Laws.

- 12.1. Record Retention. Vendor 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 Citizens as necessary to comply with Florida law. As of the Effective Date, Citizens follows the GS1-SL retention schedule.
- 12.2. Right to Audit and Inquire. Citizens shall have the right to review and audit any of

Vendor's records relating solely to the Agreement, upon reasonable written notice to Vendor. Vendor also agrees to reasonably cooperate with any independent inquiries made by Citizens' Office of Internal Audit, Office of the Inspector General, or any other entity pursuant to law. Vendor shall cooperate with the requestor and provide requested documentation in a timely manner (preferably within five (5) business days).

- 12.3. 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 by Vendor in connection with the Agreement may be subject to disclosure to third parties in response to a public records request.

12.3.1. 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 should clearly label and mark each page or section containing such information as "Confidential", "Trade Secret" or other similar designation.

12.3.2. 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 as required 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 provided it does so under seal and preserving the confidentiality of the information until a determination is made by the court or legal tribunal. 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 the 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 to information Vendor has identified as its Confidential Information.

12.3.3. Vendor's Duty to Forward Records Requests to Citizens. If Vendor receives a PRR that is in any way related to the Agreement, Vendor agrees to immediately notify Citizens' Records Custodian and forward the

The redacted information is trade secret information that is confidential and exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution pursuant to Sections 815.045, 812.081, 119.0715, and 688.002, Florida Statutes.

PRR to Citizens' Records Custodian for logging and processing. Citizens' Records Custodian's email address is: Recordsrequest@citizensfla.com. Citizens shall be 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.

- 12.3.4. Additional Duties. To the extent Vendor is "acting on behalf of" Citizens as provided under Section 119.011(2), Florida Statutes, and applicable case law interpreting same, 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 or otherwise marked as "trade secret", "confidential" or other designation protecting same from such disclosure are not disclosed except as authorized by law, for the duration of the term of the Agreement and following the expiration or termination of the Agreement if Vendor does not transfer the records to Citizens; and, (d) at Vendor's choice, upon the expiration or termination of the 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 the expiration or termination of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure subject to Vendor's record retention policy. If Vendor keeps and maintains public records upon expiration or termination of the 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 THE AGREEMENT, PLEASE CONTACT CITIZENS' RECORDS CUSTODIAN AT (a) (850) 521-8302; (b) RECORDSREQUEST@CITIZENSFLA.COM; OR, (c) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303.

- 12.4. Survival. The provisions of this Section 12 shall survive the termination of the Agreement or any terminated part thereof for so long as such information is maintained, or in the case of Section 12.1. the time period referenced therein, provided that Vendor shall continue to cooperate with Citizens after destruction as required by Section 12.3.3.

13. **Representations and Warranties.**

13.1. **Mutual.** Each of Citizens and Vendor represent and warrant that:

- 13.1.1. it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- 13.1.2. it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under the Agreement;
- 13.1.3. the execution and performance of the Agreement has been duly authorized by it and the Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
- 13.1.4. it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under the Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under the Agreement; and,
- 13.1.5. as of the Effective Date, there is no known outstanding litigation, arbitrated matter, or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under the Agreement.

13.2. **By Vendor.** Vendor represents and warrants that:

- 13.2.1. it is in the business of providing the Services;
- 13.2.2. the Services are fit for the ordinary purposes for which they will be used as described in Exhibit A or any applicable Order or SOW;
- 13.2.3. [REDACTED]
- 13.2.4. it is the lawful licensee or owner of the Services (excluding any Clearinghouse Input Data therein) and has all the necessary rights in the Services to grant the use of the Services to Citizens;
- 13.2.5. the Services and any other work performed by Vendor hereunder does not and will not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third-party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under the Agreement;
- 13.2.6. as of the Effective Date, there is no known condition, that would in any way prohibit, restrain, or diminish Vendor's ability to deliver the Services or satisfy its contractual obligations;
- 13.2.7. it shall immediately notify Citizens' Contract Manager of any change in circumstances that would in any way diminish Vendor's ability to deliver the Services or satisfy its contractual obligations;
- 13.2.8. it will deliver the Professional Services in a competent, workmanlike, and professional manner and in accordance with the highest

professional industry standards and that staff assigned to such Professional Services shall have the appropriate skills, qualifications, and necessary certifications to perform such duties;

13.2.9. [REDACTED]

13.2.10. the Cloud Services are free of any unintentional mechanism which may disable the Cloud Services;

13.2.11. in the case of Citizens' reasonable dispute of any Vendor invoice that is no longer than [REDACTED], it shall not withhold the performance of Services, including, without limitation, access and use of the Services, Technical Support, maintenance, and extract of Citizens Data; and,

13.2.12. the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation.

13.3. By Citizens. Citizens represents and warrants that:

13.3.1. Citizens owns or has acquired the necessary rights to provide Clearinghouse Input Data to Vendor for the sole purpose of delivering the Services and as otherwise set forth in this Agreement;

13.3.2. Clearinghouse Input Data has been obtained, generated, created, or received in compliance with all laws applicable to such Clearinghouse Input Data;

13.3.3. The transmission of the Clearinghouse Input Data to Vendor, and the subsequent usage by Vendor of Clearinghouse Input Data as contemplated by the Agreement, shall not violate any laws applicable to such Clearinghouse Input Data;

13.3.4. Clearinghouse Input Data does not and will not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third- party; and,

13.3.5. as of the Effective Date, Citizens is not aware of any third-party claim contesting Citizens' right and authority to provide Clearinghouse Input Data hereunder.

14. Indemnification and Limitation of Liability and Disclaimers.

14.1. Injury Indemnification by Vendor. Vendor shall be fully liable for the actions of Vendor and Vendor Staff and shall fully indemnify, defend, and hold harmless Citizens Indemnitees (defined in 14.2.) from third parties' Claims, arising out of or relating to any act, error or omission, or misconduct of Vendor, its officers, directors, agents, employees, or contractors, resulting in bodily injury (including death) or damage to tangible personal or real property.

14.2. Proprietary Rights Indemnification by Vendor. Except for Third-Party Software and Third Party Information or Data, Vendor agrees to indemnify, defend, and hold harmless Citizens, its officers, its employees, and its members of the Board of Governors (collectively, the "**Citizens Indemnitees**") from and against any and all

Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Citizens Indemnitee, but only to the extent any such Claims (including any damages, liabilities, and losses) are for infringement or misappropriation caused by the use of Services by Citizens in accordance with the Agreement and such infringement or misappropriation involves a United States or foreign patent, copyright, trade secret, trademark, or other intellectual property right of a third party. In the event that any portion of the Services is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any United States or foreign patent, copyright, trade secret, trademark, or other intellectual property right, or in the event that Vendor is enjoined from providing any portion of the Services due to such an allegation and the injunction is not dissolved within thirty (30) calendar days, then Vendor shall, at its own expense: (a) obtain for Citizens the right to continue using such Services; or, (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by Citizens with no material adverse impact to Citizens. In the event that Vendor is unable to do or determines in its reasonable judgment that it is commercially unreasonable to do either of the aforementioned, Vendor shall: (a) reimburse Citizens for the unused portion of any prepaid Service Fees for such infringing or misappropriating Services; and (b) immediately provide the transition services set forth in Section 17 upon Citizens' request.

- 14.3. Proprietary Rights Indemnification by Citizens. Citizens agrees to indemnify, defend, and hold harmless Vendor, its Affiliates, and each of their respective officers, agents, contractors, subcontractors, representatives, and employees (collectively, the "**Vendor Indemnitees**"), from and against any Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Vendor, and its officers, agents, and employees, by reason of any Claim arising out of or relating to: (a) the use of Clearinghouse Input Data by Vendor having infringed or misappropriated any United States or foreign patent, copyright, trade secret, trademark, or other proprietary rights; (b) infringement or misappropriation of any United States or foreign patent, copyright, trade secret, trademark, or other intellectual property rights due to Citizens' unauthorized modification or unauthorized use of a combination of the Services with other services, software, or equipment not documented, recommended, required, or furnished by Vendor in order to use the Services; provided, however, that such Citizens' modification or combination of use is the primary cause of such infringement; (c) failure of Citizens to obtain the necessary consents or authorizations to provide the Clearinghouse Input Data to Vendor (or any Vendor Staff) or for such Clearinghouse Input Data to be processed, shared, stored, modified, or used in any other way by Vendor (or any Vendor Staff) as contemplated by the Agreement; or, (d) Citizens' use of the Services in violation of law that has harmed a third-party.

14.4. Indemnification Procedures.

- 14.4.1. A Party's obligations of indemnification with respect to any Claim are contingent upon the Party seeking indemnification (or other Indemnitee) providing the indemnifying Party: (a) written notice of the Claim; (b) the opportunity to settle or defend against the Claim at the sole expense of the indemnifying Party; and, (c) reasonable assistance in defending

against or settling the Claim at the sole expense of the indemnifying Party. Except as otherwise provided for in this Subsection, the indemnifying Party shall not be liable for any cost, expense, or compromise incurred or made by the Party seeking indemnification (or other Indemnitee) in any legal action without the indemnifying Party's prior written consent, which shall not be unreasonably withheld. The indemnifying Party shall have sole control of the defense and of all negotiations for settlement of a Claim and the Party seeking indemnification shall not independently defend or respond to a Claim; provided, however, that: (a) the Party seeking indemnification shall have the right, at its own expense, to monitor the indemnifying Party's defense of a Claim; and, (b) the Party seeking indemnification may defend or respond to a Claim, at the indemnifying Party's expense, if the Party seeking indemnification reasonably determines that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee, provided that the Party seeking indemnification shall not admit liability or otherwise prejudice the indemnifying party without the indemnifying party's prior express written permission.

14.4.2. Notwithstanding anything in the Agreement to the contrary, a Party shall not indemnify for that portion of a Claim proximately caused by: (a) a negligent act or omission of the Party seeking indemnification (or other Indemnitee); (b) Citizens' (or any Authorized Users') unauthorized use or modification of the Services (in the case of any Citizens Indemnitee seeking indemnification); or, (c) Vendor's unauthorized use of Clearinghouse Input Data (in the case of Vendor seeking indemnification).

14.4.3. The obligations in this Section are separate and apart from, and in no way limit a Party's rights under any insurance, including insurance provided pursuant to the Agreement or otherwise.

14.4.4. The provisions of this Section shall survive the termination of the Agreement or any terminated part thereof.

14.5. Limitation of Liability.

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



The redacted information is trade secret information that is confidential and exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution pursuant to Sections 815.045, 812.081, 119.0715, and 688.002, Florida Statutes.



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

14.5.5. THE PROVISIONS OF THIS SECTION 14.5. SHALL SURVIVE THE TERMINATION OF THE AGREEMENT OR ANY TERMINATED PART THEREOF.

14.6. DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SOFTWARE, DELIVERABLES, SERVICES (INCLUDING THE PLATFORM AND QAS), AND WORK PRODUCT ARE PROVIDED "AS IS". APPLIED EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND NOT STATED IN THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, NON-INFRINGEMENT, OR SYSTEM INTEGRATION. SOFTWARE REMAINS UNDER PERMANENT DEVELOPMENT AND IS NOT ERROR-FREE. CITIZENS' SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE, AND SUITABILITY OF THE SOFTWARE, SERVICES (INCLUDING THE PLATFORM AND QAS), DELIVERABLES OR WORK PRODUCT. ANY ADVICE PROVIDED BY APPLIED OR CITIZENS PURSUANT TO THE AGREEMENT SHALL NOT BE CONSIDERED FINANCIAL OR LEGAL ADVICE AND NO REPRESENTATION IS MADE AS TO ITS ACCURACY.

15. Insurance.

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

- 15.1.1. Commercial General Liability Insurance. Commercial General Liability with minimum limits of \$1 million per occurrence and \$2 million in the aggregate;
- 15.1.2. Professional Liability Insurance. Professional Liability (errors and omissions) with minimum limits of \$3 million;
- 15.1.3. Business Interruption Insurance. Business Interruption with coverage limits of not less than \$5 million;
- 15.1.4. Umbrella Liability Insurance. Umbrella liability insurance providing an additional annual aggregate of ten million dollars (\$10,000,000.00); and,
- 15.1.5. Information Security/Cyber Liability Insurance. Errors and omissions liability insurance with minimum limits as follows, (a) internet professional services liability (\$3,000,000.00), (b) internet media liability (\$1,000,000.00), and (c) security and privacy liability (\$5,000,000.00).
- 15.2. Insurance Company Qualifications. Each company issuing policies required under Subsection 15.1. of this Agreement 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.
- 15.3. Vendor's Insurance is Primary. The insurance required under Subsection 15.1. of this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Citizens, Citizens' Board Member, or any Citizens employee.
- 15.4. Notice of Cancellation or Change. To the extent practicable, Applied shall request its broker to notify Citizens in writing at least thirty (30) calendar days prior to any cancellation.
- 15.5. Proof of Coverage. Within thirty (30) calendar days of the Effective Date, and upon request from Citizens, Vendor must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required in Subsection 15.1. of this Agreement.

16. Corrective Action: Suspension of Services: Termination.

- 16.1. Corrective Action Plan. Without limiting any of Citizens' rights under the Agreement, whenever Citizens identifies a deficiency in Vendor's performance of the Agreement the Parties shall meet in good faith to discuss and create a mutually agreed plan to resolve the issue.
- 16.2. Limited Suspension of Services by Vendor. Except as otherwise provided for in this Subsection, Vendor agrees that it shall have no right to suspend any part of the Cloud Services, including: (a) where Citizens is reasonably disputing any amount due to Vendor except in situations where dispute is beyond [REDACTED]; (b) where any unpaid but undisputed amount due to Vendor is less than [REDACTED] in arrears; (c) during any notice or cure period described in Subsection 16.4. of this Agreement where Vendor is asserting that Citizens is failing to perform the Agreement; or, (d) during any attempts to resolve any disputes as described in Subsection 18.1. of this Agreement. Where Vendor is required to comply with any court order, legal regulation, or other governmental request or order which requires the suspension by Vendor of any Services, Vendor shall: (w) provide Citizens with reasonable

advance notice of any suspension of Services so as to allow Citizens to establish a legal or other defense; (x) provide Citizens with complete documentation in advance of any suspension; (y) as applicable, fulfill Vendor's obligations under Section 14 of this Agreement; and, (z) reimburse to Citizens any prepaid Service Fees associated with the period of suspension.

- 16.3. Termination Without Cause. During the Initial Term and upon one-hundred and twenty (120) calendar days advance written notice, Citizens may terminate the 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 the Agreement will be one-hundred and twenty (120) 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 the Agreement in part, Vendor shall continue to provide Services on any part of the Agreement not terminated.

- 16.4. Termination for Cause. Either Party may terminate the Agreement, in whole or in part, if the other Party fails to honor its material obligations under the Agreement. Except as otherwise provided for in the Agreement for other rights of termination for specified cases, before terminating the Agreement, in whole or in part, the Party that believes the other Party is failing to perform the 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 thirty (30) 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 thirty (30) 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 the Agreement, in whole or in part, and pursue any other rights and remedies available at law or in equity. Instead of terminating the Agreement in whole, Citizens may elect to terminate a service or Order to the Agreement in part, in which case Vendor shall continue to provide Services on any part 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 Subsection 16.3 of this Agreement.

- 16.5. Scrutinized Companies; Termination by Citizens. In addition to the other termination rights of Citizens as provided for in the Agreement, Citizens may, at its sole election, terminate the 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;" has been engaged in business operations in Cuba or Syria; or, (f) is engaged in a boycott of Israel.

17. Transition Services: Return of Citizens Data.

- 17.1. Transition Managers and Associated Duties. After completion of the Implementation Services at a time to be agreed by the Parties, each Party will appoint and identify a Services "Transition Manager" who will be responsible for the duties set forth in this Section to manage the completion of a plan to smoothly and efficiently transition the Services to Citizens or to a successor vendor (the "**Transition Plan**") upon expiration of the Agreement or termination of the Agreement in whole or in part. Each Transition Manager will: (a) have recent experience in leading end-of-contract system transitions of the type contemplated in this Section; (b) act as the single points of contact for their respective teams; (c) oversee and coordinate the transition activities of their respective teams; and, (d) work together to develop a comprehensive, detailed and written Transition Plan, including an applicable transition schedule.
- 17.2. Transition Plan. The Parties will use best efforts to complete the Transition Plan within ninety (90) calendar days from completion of Track B (as defined in SOW attached hereto). The Transition Plan must document all major activities needed from a project management perspective (for example, planning, status reporting, issue and risk management, change management) to Citizens or to a successor vendor upon expiration of the Agreement or termination of the Agreement in whole or in part. The Transition Plan will include a description of the assistance needed from Vendor ("**Transition Assistance**") and the anticipated costs to Citizens, if known. Any agreed upon Transition Assistance shall be provided at Applied's then-current fees which are charged to other customers for similar Transition Assistance services. To the extent the transition will involve a successor vendor, Vendor agrees that it will cooperate with such successor vendor to effect the orderly transition of Services. Vendor shall use commercially reasonable efforts to assist Citizens in acquiring any necessary rights to legally and physically access and use any Third-Party Software. As reasonably required by Vendor, Citizens shall cause any successor vendor to execute Vendor's non-disclosure agreement.
- 17.3. Activation and Duration of Transition Assistance. The Transition Managers shall meet regularly during the term of the Agreement to review, update, and confirm the Transition Plan. Vendor shall provide Transition Assistance until Citizens notifies Vendor that Transition Assistance is no longer required, which shall in no event be more than [REDACTED] following the Termination Date.

- 17.4. Return of Citizens Data. Upon written request, Applied will provide a copy of Citizens Data in industry standard format that Applied may have in its possession within a reasonable period subject to full payment by Citizens of any outstanding balances including reasonable costs of providing such copy (if any). If Citizens requires any Professional Services (e.g. translating data), such Professional Services will be performed at then-current rates. Promptly upon termination of the Agreement, but no later than one hundred and eighty (180) calendar days, Citizens Data obtained under the Agreement shall be deleted in accordance with applicable backup destruction policies and procedures.
- 17.5. Additional Transition Assistance. To the extent Citizens requests Transition Assistance that is not contemplated within the Transition Plan or otherwise included in the Service Fees, such Transition Assistance shall be provided at the rates negotiated by the Transition Managers prior to the rendering of such additional Transition Assistance, which rates shall not exceed the standard market rates Vendor charges to government entities for comparable services. Vendor may withhold such additional Transition Assistance if Citizens does not provide reasonable assurance that the charges for such additional Transition Assistance will be paid to Vendor.
- 17.6. Inapplicability of Transition Assistance. Notwithstanding anything to the contrary contained in the Agreement (including this Section 17), Vendor shall not be required to provide any transition assistance or any other transition services if (1) Citizens has not timely paid all amounts due and owing to Vendor or (2) the Agreement was terminated by Vendor for Citizens' breach of the Agreement.
- 17.7. Survival. The provisions of this Section shall survive the termination of the Agreement or any terminated part thereof as provided by Section 17.3.

18. Disputes.

- 18.1. Dispute Resolution Process. Each Party will make a good faith effort to resolve any disputes relating to the 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 Subsection shall not apply if: (a) a Party considers the immediate commencement of a legal action for an injunction necessary to protect its interests (for example, to protect against the improper use or disclosure of its confidential information or, in the case of Citizens, Citizens Data); or, (b) the dispute is subject to another provision in the 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.
- 18.2. Jurisdiction and Venue; Waiver of Jury Trial. The 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 the 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.
- 18.3. The provisions of this Section shall survive the termination of the Agreement or

any terminated part thereof.

19. Contract Administration.

- 19.1. Contract Administrator. Citizens shall name a Contract Administrator during the term of the Agreement whose responsibility shall be to maintain the Agreement. Except for written notices not otherwise specifically required to be delivered to the Citizens' Contract Manager or designee (such as those relating to background checks, invoicing, data security requirements and subcontractors), all written notices shall be delivered to the Contract Administrator in addition to the Citizens' Contract Manager named below. As of the Effective Date, the Contract Administrator is:

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

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

- 19.2. 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, Citizens' and Vendor's Contract Managers are as follows:

Citizens' Contract
Manager

Aprill Lundgren
Citizens Property Insurance
Corporation
301 West Bay Street, Suite 1300
Jacksonville, FL 32202
904-328-2424
Aprill.Lundgren@citizensfla.com

Vendor's Contract
Manager

Scott Niebuhr
Applied Systems, Inc.
200 Applied Parkway
University Park, IL 60484
708-534-5575
scott.niebuhr@appliedsystems.com

Each Party shall provide prompt written notice to the other Party of any changes to their Contract Manager and such changes shall not be deemed Agreement amendments.

- 19.3. Continuing Oversight Team. If a Continuing Oversight Team ("COST") is established in accordance with s. 287.057(26), F.S., Vendor's Contract Manager

will attend the initial meeting of the COST (in person or remotely) and will respond to any written questions from the COST within ten (10) business days.

20. Miscellaneous.

- 20.1. Business Continuity / Disaster Recovery Strategy. Vendor shall have a documented, viable, effective, and annually tested business continuity / disaster recovery strategy in place to mitigate the potential disruption of Services. [REDACTED]

20.1.1. [REDACTED]

- 20.2. Relationship of the Parties. The Parties are and shall be independent contractors to one another, and nothing herein shall be deemed to create an agency, partnership, employer-employee relationship, or joint venture between the Parties. Neither party shall carry Workers' Compensation insurance or any health or accident insurance to cover the other party. Neither party shall 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 party shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or retirement plan of the other party.
- 20.3. Vendor Conflicts of Interests. Vendor, and all principals in its business, must execute a Conflict of Interest Form as required by Citizens. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.
- 20.4. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.

- 20.5. 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.
- 20.6. Compliance with Laws. Each party will comply with all applicable laws, ordinances, rules, and regulations governing such party's performance under the Agreement. This includes: (a) for Vendor, registration and annual renewal of authority to transact business in the State of Florida (via www.sunbiz.org) or 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.
- 20.7. [REDACTED]
- 20.8. Severability. If a court deems any provision of the 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.
- 20.9. 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. Vendor may also to inform prospective or current Agents and Agencies which carriers are available through the Cloud Services and in displaying Citizens' information on the Cloud Services. 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 shall have 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. Citizens shall not publicize or otherwise market the relationship between the Parties relating to the fees herein or access by Authorized Users permitted hereunder. The Parties shall mutually agree on a go-to-market strategy (such as public messaging and any press releases) for informing Agents that the Parties are ready relating to Authorized Users access to the applicable Cloud Services.
- 20.10. Waiver. The delay or failure by a Party to exercise or enforce any of its rights under the 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.

20.11. Modification of Terms. Except as otherwise provided for herein, the Agreement may only be modified or amended upon a mutual written contract amendment signed by Citizens and Vendor or as otherwise permitted by the Agreement. Neither party may unilaterally modify the terms of the Agreement in any manner such as by affixing additional terms to any Deliverable (for example, attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" or "click through" terms, whether written or electronic), handwriting changes on the side of a document, or by incorporating such terms onto Vendor's order, Citizen's purchase order, or fiscal forms or other documents forwarded in relation to payment and any such terms shall have no force or effect upon the other party or the 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.

20.12. Assignments. The Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each Party, but only as permitted under the Agreement. Each Party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, warranties, covenants, and provisions of the Agreement. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other and any attempt to do so shall be void. Notwithstanding the foregoing, either party may assign this Agreement to an Affiliate or other entity that is not a direct competitor of the other pursuant to a sale or transfer of substantially all of such party's assets to, merger with, acquisition by, or consolidation with that Affiliate or other entity provided the party provides the other with written notice of the assignment within thirty (30) calendar days after it becomes effective.

20.13. [REDACTED]

20.14. 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 the Agreement. Citizens will advise Vendor in the event of any such claim prior to responding to such claim, to the extent Citizens is legally permitted to do so.

20.15. Force Majeure. Except for the payment obligations of Citizens under this Agreement, neither Party shall be responsible for delays or disruptions in performance of the Agreement if the cause of the delay or disruption was beyond a 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, including any act of God, civil unrest, act of war,

pandemic, epidemic, or act of terrorism. 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 Subsection, including the timely activation of Vendor's business continuity / disaster recovery plan. Further, this Subsection may not be invoked to excuse or delay Vendor's compliance with its obligations to protect Citizens Confidential Information or Clearinghouse Input Data. To be excused from any delays or disruptions hereunder, Vendor must promptly notify Citizens in writing of the delay or disruption, the reason for the delay or disruption, the anticipated period of the delay or disruption, and plans to minimize the delay or disruption and to resume normal operations. 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 the 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 the 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. 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 priority as Vendor's other clients with respect to the allocation of Vendor's resources.

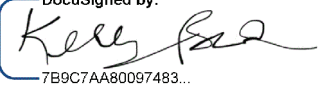
- 20.16. Execution in Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same Agreement. The Parties agree that a faxed or scanned signature may substitute for and have the same legal effect as the original signature. Each party represents and warrants to the other that it has full power and authority, on its own behalf and that of its Affiliate(s), to enter into and perform the Agreement and that the person signing the Agreement on its behalf has been properly authorized and empowered to bind it and its Affiliate(s) to the Agreement.
- 20.17. Public Records Addendum ("Addendum"). Vendor agrees that the Addendum attached hereto is hereby incorporated into the Agreement in order to address the public posting of the Agreement and its disclosure to third parties.
- 20.18. Survival. Sections 1 [*Definitions*], 3.2 [*Restrictions*], 6.2 [*Title to Software*], 6.4 [*Data Reports*], 6.5 [*Third Party Programs*], 6.6 [*Third Party Information & Disclaimer*], 9.3 [*Payments on Termination*], 10 (inclusive, for so long as such information is maintained) [*Non-Disclosure of Confidential Information*], 11 (inclusive, for so long as such information is maintained) [*Information Security & Data Privacy*], 12 (as provided by 12.4) [*Records; Audits; Public Records Laws*], 14.4 [*Indemnification Procedures*], 14.5 [*Limitation of Liability*], 14.6 [*Disclaimers*], 16.4 [*Termination Without Cause*], 17 (as provided by Section 17.3) [*Transition Services*], 18 [*Disputes*], and 20 (except 20.7) [*Miscellaneous*] shall survive the termination of this Agreement.

[Signature Page Follows]

The redacted information is trade secret information that is confidential and exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution pursuant to Sections 815.045, 812.081, 119.0715, and 688.002, Florida Statutes.

Executed on the dates set forth below by the undersigned authorized representatives of the Parties to be effective as of the date of the Effective Date.

**CITIZENS PROPERTY INSURANCE
CORPORATION**

DocuSigned by:

7B9C7AA80097483...

Signature

Kelly Booten

Print Name

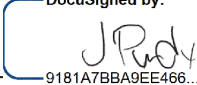
Chief operating officer

Title

12/7/2023

Date Signed

APPLIED SYSTEMS, INC.

DocuSigned by:

9181A7BBA9EE466...

Signature

Jeff Purdy


Print Name

Chief Revenue Officer

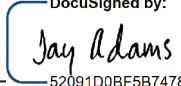
Title

12/7/2023

Date Signed

Legal Approval: 

**CITIZENS PROPERTY INSURANCE
CORPORATION**

DocuSigned by:

52091D0BF5B7478...

Signature

Jay Adams

Print Name

Chief of Claims

Title

12/7/2023

Date Signed

The redacted information is trade secret information that is confidential and exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution pursuant to Sections 815.045, 812.081, 119.0715, and 688.002, Florida Statutes.

EXHIBIT A – ORDER No. 1

This Ordering Document Number 1, entered into between Citizens Property Insurance Corporation (“**Citizens**” or “**Company**”) and Applied Systems, Inc. (“**Applied**”, “**EZLynx**”, or “**Vendor**”), is effective as of the last date signed by a party (“**Order Effective Date**”) and is an Order subject to the terms and conditions of the Carrier Participation Agreement entered into on or about December 8, 2023 between Citizens and Applied (“**Agreement**”). This document is referred to in the Agreement as an “Order” and/or “Compensation Schedule” and sets forth the fees and terms and conditions related thereto applicable to the Services and/or Software referenced herein.

<u>Implementation Service Fees</u>	<u>Total</u>
Discovery Services for the Citizens’ Provided Rater <ul style="list-style-type: none"> See Exhibit C - Statement of Work for details, deliverable, and milestones which is generally to conduct workshops to fully understand business problems and set further project deliverables, timelines, and project requirements. Includes planning, workshopping, documentation, project management and governance to deliver a full level of effort and quote for product development as set forth in the attached Exhibit C - Statement of Work. May also be referred to be Applied internally as a “Detailed Analysis” Discovery Period shall not extend beyond [REDACTED] See Additional Terms below. 	

Additional Terms:

- Total Fees for Implementation Services for Phase 1 - Discovery Services shall be invoiced [REDACTED] and payable Net 30 from date of invoice:
[REDACTED]
- [REDACTED]
- All pricing is, and all payments shall be, in U.S. dollars. All referenced schedules and exhibits are considered attached and incorporated into this Order.
- Pricing excludes taxes and shipping. Changes or additional acquisitions of Software and Services shall be processed via subsequent Orders. Orders are subject to the terms of the Agreement, except to the extent modified by the terms contained in the Order.

ACKNOWLEDGEMENTS

Applied Systems, Inc.

Date 12/7/2023

Applied Signature: [REDACTED]

Title Chief Revenue Officer

Carrier Name: Citizens Property Insurance Corporation

Date 12/7/2023

Carrier Signature 1: [REDACTED]

Title Chief Operating Officer

Carrier Name: Citizens Property Insurance Corporation

Date 12/7/2023

Carrier Signature 2: [REDACTED]

Title Chief of Claims

Cloud Contract Amendment Template V2023-8-4

Contract between Citizens and Applied Systems, Inc.

Contract No. 23-22-0007-00

The redacted information is trade secret information that is confidential and exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution pursuant to Sections 815.045, 812.081, 119.0715, and 688.002, Florida Statutes.

EXHIBIT A – ORDER No. 2

This Ordering Document Number 2, entered into between Citizens Property Insurance Corporation (“**Citizens**” or “**Company**”) and Applied Systems, Inc. (“**Applied**”, “**EZLynx**”, or “**Vendor**”), is effective as of the last date signed by a party (“**Order Effective Date**”) and is an Order subject to the terms and conditions of the Carrier Participation Agreement entered into on or about December 8, 2023 between Citizens and Applied (“**Agreement**”). This document is referred to in the Agreement as an “Order” and/or “Compensation Schedule” and sets forth the fees and terms and conditions related thereto applicable to the Services and/or Software referenced herein.

Professional Service Fees	Total
Implementation Services for Phase 2: Track A (Accelerated Go-Live) Implementation <ul style="list-style-type: none">Citizens Rating Integration per EZLynx standard carrier onboarding process.XML technology; communication of home and dwelling fire information for Florida for the Citizens Property brand.Includes Live Banner Announcement for two (2) weeks. See Exhibit C - Statement of Work for details, deliverables, and milestones for Implementation Services referenced herein. This may also incorporate any revisions contemplated in Order 1.	 \$ [REDACTED] See Additional Terms section below
Track B (Enhancements) Implementation <ul style="list-style-type: none">Enhancements to Cloud Services (e.g. Platform, user interface, APIs, product code as detailed in Exhibit C) to incorporate Citizens as a carrier option for quoting, such as carrier selections, messaging, error handling, and eligibility check. Fees due as set forth in Additional Terms section note 1 below. See Exhibit C - Statement of Work for details, deliverables, and milestones for Implementation Services referenced herein. This may also incorporate any revisions contemplated in Order 1.	 \$ [REDACTED] See Additional Terms section below
<div>[REDACTED]</div>	<div>[REDACTED]</div>
Additional Professional Services ⁽²⁾ <p>As of the Effective Date, Applied’s hourly rate for any additional development work that may be required during the resulting contract is [REDACTED], which is subject to annual increases. [REDACTED]</p>	 As Needed

Additional Terms:

1. [REDACTED]
2. [REDACTED]

The redacted information is trade secret information that is confidential and exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution pursuant to Sections 815.045, 812.081, 119.0715, and 688.002, Florida Statutes.

3.

4. [REDACTED]
5. All pricing is, and all payments shall be, in U.S. dollars. All referenced schedules and exhibits are considered attached and incorporated into this Order.
6. Pricing excludes taxes and shipping. Changes or additional acquisitions of Software and Services shall be processed via subsequent Orders. Orders are subject to the terms of the Agreement, except to the extent modified by the terms contained in the Order.

ACKNOWLEDGEMENTS

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EXHIBIT A – ORDER No. 3

This Ordering Document Number 3, entered into between Citizens Property Insurance Corporation (“**Citizens**” or “**Company**”) and Applied Systems, Inc. (“**Applied**”, “**EZLynx**”, or “**Vendor**”), is effective as of the last date signed by a party (“**Order Effective Date**”) and is an Order subject to the terms and conditions of the Carrier Participation Agreement entered into on or about December 8, 2023 between Citizens and Applied (“**Agreement**”). This document is referred to in the Agreement as an “Order” and/or “Compensation Schedule” and sets forth the fees and terms and conditions related thereto applicable to the Services and/or Software referenced herein.

Cloud Services Fees	
Citizens Provided Rater Monthly Support and Maintenance Fee for Platform ⁽²⁾ <ul style="list-style-type: none">Begins [REDACTED][REDACTED]See Additional Terms section note 2 below	\$ [REDACTED]
Citizens Provided Rater Monthly Support and Maintenance Fee for Track B Enhancements ⁽²⁾ <ul style="list-style-type: none">Begins [REDACTED][REDACTED]	\$ [REDACTED]
Citizens Provided Rater Monthly Licensed Per User Fee ⁽²⁾ <ul style="list-style-type: none">Begins [REDACTED]See Additional Terms section note 2 below.[REDACTED]	[REDACTED]
Third Party Usage / Transactional Fees (e.g. report orders, usage, Lexis Nexis, MSB, CoreLogic)	[REDACTED]
Other Carrier Products & Service Fees	
Usage Reports EZLynx shall provide Company monthly Usage Reports delivered to a specified Company point of contact by secure portal, following such end-of-month. Reports will detail each quoting transaction performed by Company via the Platform. Reports encompass all states and lines of business available for quoting for Company via the Platform at the time of the report.	\$ [REDACTED]
Pulse Reports EZLynx will deliver a Pulse Report to Company on monthly basis. Pulse Reports shall include the number of states in which Company does business, the number of agencies, the number of users, number of applicants and quotes data such as attempts, unsuccessful quotes, and on a state basis quote data such as quote volume, premium amount, and percentage where Company had lowest quote.	\$ [REDACTED]

Additional Terms:

- [REDACTED]

The redacted information is trade secret information that is confidential and exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution pursuant to Sections 815.045, 812.081, 119.0715, and 688.002, Florida Statutes.

[REDACTED]

3. [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

4. **Transactional & Usage Fees.** Monthly usage based and transactional fees are billed in arrears for charges incurred in the prior month.

5. [REDACTED]

6. All pricing is, and all payments shall be, in U.S. dollars. All referenced schedules and exhibits are considered attached and incorporated into this Order.

7. Pricing excludes taxes and shipping. Changes or additional acquisitions of Software and Services shall be processed via subsequent Orders. Orders are subject to the terms of the Agreement, except to the extent modified by the terms contained in the Order.

ACKNOWLEDGEMENTS

[REDACTED]

EXHIBIT B – SERVICE LEVEL AGREEMENT

1. PRODUCT MAINTENANCE & TECHNICAL SUPPORT.

- 1.1. **Access to Email and Telephone Technical Support.** Provided Citizens has paid the applicable fees, EZLynx will make a member of its technical support staff available to Citizens' named product "Administrator" by email and/or telephone during its normal business hours of 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday (except EZLynx holidays) ("**Support Hours**") to assist Citizens in the standard business use of the Platform and "**Fixes**" (meaning temporary solution (aka workaround) or additional or replacement lines of software code to remedy an issue that caused the Platform to not operate substantially in accordance with the specifications to which it was originally developed). Support consists of telephone and e-mail assistance but is limited to: (a) answering general questions on the use of the Platform; (b) diagnosing and troubleshooting issues or problems relating to the Platform; and (c) attempting to resolve problems related to the use of the Platform. Citizens' Administrator will be responsible for the daily maintenance of the Platform per the Documentation and will provide the first line technical support of the Platform. Support may be provided by any of EZLynx's group company Affiliates. EZLynx reserves the right to change or modify the Maintenance and Technical Support Services at any time and from time to time upon thirty (30) calendar days written notice to Citizens.
- 1.2. **Error Notification Process.** If errors or technical issues are discovered for the Platform by Citizens and Citizens desires support for same, the support team must be notified of the findings with sufficient detail so that the problem can be replicated. During Support Hours, EZLynx shall trouble-shoot and attempt to correct, cure, or provide a "workaround" solution for significant errors, which shall be conducted according to EZLynx's ordinary programming methods and procedures, and of which EZLynx shall maintain sole and exclusive control. EZLynx makes no warranty for specific repair times for any particular error, and not all errors may be corrected. Any programming modifications or corrections made for the exclusive benefit of Citizens or other end users shall not be construed as defects or omissions.
- 1.3. **Exclusions.** Unless otherwise agreed to in writing by EZLynx, the support and maintenance services exclude the following: (a) support of the Platform which has been modified or repaired by Citizens or any of its vendors (unless otherwise adopted by Applied); (b) making specification changes in connection with the Platform; (c) modification or replacement of the Platform, repair of damage, or increase in service time, in each case caused by the use of the Platform for other than the purposes for which it is authorized; (d) modification or replacement of the Platform, or increase in service time caused by the use of the Platform in combination with other products, software, materials, or computing environments not supported by EZLynx; (e) backing up or restoring programs or data; (f) keying, importing, converting, or manipulation of data; or (g) on-site or formal classroom training on the operation and use of the Platform. At Citizens' request and in EZLynx's sole discretion, EZLynx may perform any of the foregoing services or others not listed herein on a billable special service basis or as part of a separate professional services agreement.

1.4.



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[REDACTED]

[REDACTED]

2. **CLOUD ENVIRONMENT SERVICES AND SUPPORT LEVELS.**

- 2.1. For products deployed via the Cloud Environment and excluding on-premise software (such items "**Cloud Software**"), the following additional terms and conditions apply. If designated as Cloud Software in an order document or Exhibit A, EZLynx shall operate the Cloud Software via the Cloud Environment, except during Scheduled Maintenance, Downtime, and a Force Majeure event. During certain times, EZLynx or its Affiliates may perform maintenance to the Cloud Environment, which includes but is not limited to running software or hardware utilities, backing up software or data, upgrading software or hardware, deploying Updates, etc. (these times, "**Scheduled Maintenance**"). During Scheduled Maintenance, the Cloud Environment and/or Cloud Software may be inaccessible or inoperable.

[REDACTED]

- 2.2.

[REDACTED]

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[REDACTED]

2.3.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.4. **Definitions.** As used in this Section 2, in addition to the terms defined above, the following terms have the following meanings:

- **"Cloud Environment"** has the meaning set forth in the Agreement. **"Downtime"** means Citizens' inability to process data through the Cloud Environment caused by reasons beyond the reasonable control of EZLynx, and which may or may not be foreseeable by EZLynx. Downtime shall include, but not be limited to, Citizens inability to process data through the Cloud Environment due to: (a) telecommunications interruptions; (b) hostile network attacks; (c) network congestion; (d) Citizens or a third party's hardware and/or software; (e) actions or inactions by Citizens and/or a third party; (f) Citizens inability to process data through the Cloud Environment after being advised by EZLynx to modify its use, if Citizens did not modify its use as advised; and/or (g) situations where other EZLynx customers who share the same operating platform are able to process data through the Cloud Environment.

3. **GENERAL EXCLUSIONS.**

[REDACTED]

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[REDACTED]

[End Exhibit B]

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EXHIBIT C – STATEMENT OF WORK

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Statement of Work

Implementation Services for Citizens Provided Rater

By and between Applied Systems, Inc. and **Citizens Property Insurance Corporation**

The redacted information is trade secret information that is confidential and exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution pursuant to Sections 815.045, 812.081, 119.0715, and 688.002, Florida Statutes.

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Background/Purpose



This Statement of Work (this “**SOW**”) will be deemed issued in accordance with and governed by that certain Carrier Participation Agreement (the “**Agreement**”) to which it is attached, by and between Citizens and Applied. Unless otherwise defined in this SOW, capitalized terms have the same meaning defined in the Agreement. If there is a conflict between the Agreement and this SOW, this SOW will have priority.

Citizens Property Insurance Corporation (“**Citizens**”), a not-for-profit insurance carrier, provides property insurance to eligible Florida homeowners unable to find insurance coverage in the private market. As such, Citizens provides web-based policy quote, rate, and bind functionality to insurance agencies and brokers for their policyholders who are eligible for coverage by Citizens.

As part of the Services provided by Applied under the Agreement and this Statement of Work (“SOW,” as the same may be revised by the Parties as a part of Discovery, as further defined herein) Citizens will leverage Applied Systems, Inc.’s (“**Applied**”) significant rating footprint and carrier management capabilities within its various products in support of Citizens’ overall policy rate, quote, and bind services. This SOW provides a high-level outline of the shared objectives, responsibilities, and specifics of the work (which shall be known as the “Services” or the “Implementation Services,” as the case may be) that will complete the discovery, design, development, testing and implementation of the Citizens’ Provided Rater.

This SOW is divided into two (2) distinct phases, Phase 1 and Phase 2, Track A and Track B (as further described in this SOW). Phase 1 is a Discovery Phase (“**Discovery**,” as further described in Section L. Phase 1 Discovery – Deliverables and Milestones), which shall not extend beyond [REDACTED]

[REDACTED] unless otherwise agreed to by the Parties. The purpose of Discovery is to further define and refine the Implementation Services responsibilities, resource allocations, technology constraints, product expectations, Baseline Requirements, as further defined below, milestones, dependencies, assumptions, workflows, training plans, costs, and other elements of a successful implementation.

[REDACTED]

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Citizens and Applied acknowledge that the terms of Phase 2 may be reevaluated during Discovery and the terms for Phase 2, [REDACTED] may be amended as mutually agreed in writing (in the form of revisions to this SOW) in order to move forward with the Implementation Services. Phase 2 of the Implementation Services will include the development of the approved design and requirements that were developed and agreed to by the Parties at the conclusion of Discovery. Applied will execute a series of quarterly development cycles whereby the development and testing are performed for Citizens' ultimate review and acceptance for production application implementation. Applied estimates a total of [REDACTED] development cycles ("**Milestone Quarters**") required to achieve the development requirements ascertained and agreed to with Citizens during Discovery (as shown in the example timeline diagram below, the same being subject to revision).

[REDACTED]

[REDACTED] As currently contemplated (prior to Discovery), Track A of Phase 2 (as further described in Section M. Phase 2 Track A – Accelerated Go-Live [REDACTED])

[REDACTED] will focus on an "**Accelerated Go Live**" that will enable the ability to rate home ("HO") and dwelling fire ("DP") quotes for Citizens. Track B of Phase 2 (as further described in Section N. Phase 2 Track B - General Deliverables and Milestones [REDACTED])

[REDACTED] will focus on enhancements to Cloud Services in furtherance of the Citizens Provided Rater.

Phase 2 Track A will deploy the Citizens Rating Integration, as further defined below, per EZLynx standard carrier onboarding process, except the Parties agree to examine future architecture and consider whether to make enhancements as part of Phase 2 Track A (which shall be documented as a part of a Change Order to this SOW or included as a part of this revised SOW) that would be mutually beneficial to the final design while not significantly impacting time to market.

[REDACTED]

[illegible]

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]

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- [REDACTED]

[REDACTED]

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

[REDACTED]

Citizens requires other data relating to Clearinghouse activity, such as for the purposes of analyzing (and reporting on) private carrier coverage offered. The Parties will discuss and agree on reports to meet Citizens' needs, which will require additional costs to be addressed as part of a revised Exhibit A Order 2. This may include, but is not limited to, the following:

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

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- [REDACTED]
- [REDACTED]
- [REDACTED]

Citizens anticipates the Citizens Eligibility HUB (the “HUB”) to be the source for reporting on quote volume, percentage eligible/ineligible, by geography and line of insurance, based on certain information being passed to the HUB for twenty percent premium eligibility checks. Citizens intends to use the HUB to store information related to the quote and decision for program validation and other purposes.

C. Custom Rating Workflows

As a part of the Implementation Services, Citizens requires the modification of Cloud Services to incorporate Citizens as a carrier option for quoting via the Citizens Provided Rater. This will require modification to the user interface, APIs, and product code to support the additional carrier requirements for Citizens. This includes:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

D. LSA Workflows

As a part of the Implementation Services, Citizens requires the modification of the Cloud Services to enable LSA quoting workflows where applicable. For participating carrier partners, this will include updating existing logic and rating workflows to include links and information to begin an LSA bind process by the Agents. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

E. Batch Renewal Process

As a part of the Implementation Services, Citizens requires modification of the Cloud Services to provide batch rating upon policy renewal. This enhancement will provide the ability to rate with the correct Agent credentials for each policy in the batch and support the preferred Citizens workflow. This will require modifications to the user interface, APIs, and product code.

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

F. Single Sign On/Active Directory

As a part of the Implementation Services, Citizens requires the ability to authenticate via Azure AD. The Parties will need to leverage several workshops to define a joint approach to user mapping, structure, hierarchy, provisioning, and automation, each of which will inform the approach to single sign on workflows. This will require modification to user interface, APIs, and product code.

G. User Provisioning

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

H. Carrier Onboarding

As a part of the Implementation Services, Citizens requires modification to the Cloud Services to incorporate Citizens as an available personal lines Carrier for Florida Homeowners rating. This will onboard Citizens to the Platform, allowing Agents all over Florida to rate. This will require Citizens' participation in API mapping and Applied's modification to user interface, APIs, and product code.

I. Third Party Tool Integration

As a part of the Implementation Services, Citizens requires modification to the Cloud Services for integration with 3rd party tools. [REDACTED]

[REDACTED] This modification will ensure quotes are submitted with the most information available. This will require modification to the user interface, APIs, and product code.

J. Rating Templates Defaults (Renewals)

As a part of the Implementation Services, Citizens requires use of the Cloud Services (specifically QAS), which allows Citizens to define rating templates for the batch renewal workflow. Citizens, with Applied's guidance, will build and deploy risk-based templates to input default rating characteristics not provided in the existing policy detail. [REDACTED]

[REDACTED]

K. Agent-Carrier Connection Status

As a part of the Implementation Services, Citizens requires a tool that carriers can use to update their LSA connection status. This tool would send data back to Citizens, who would inform the quoting process with connection availability information via an API call. [REDACTED]

L. Phase 1 Discovery - Deliverables and Milestones

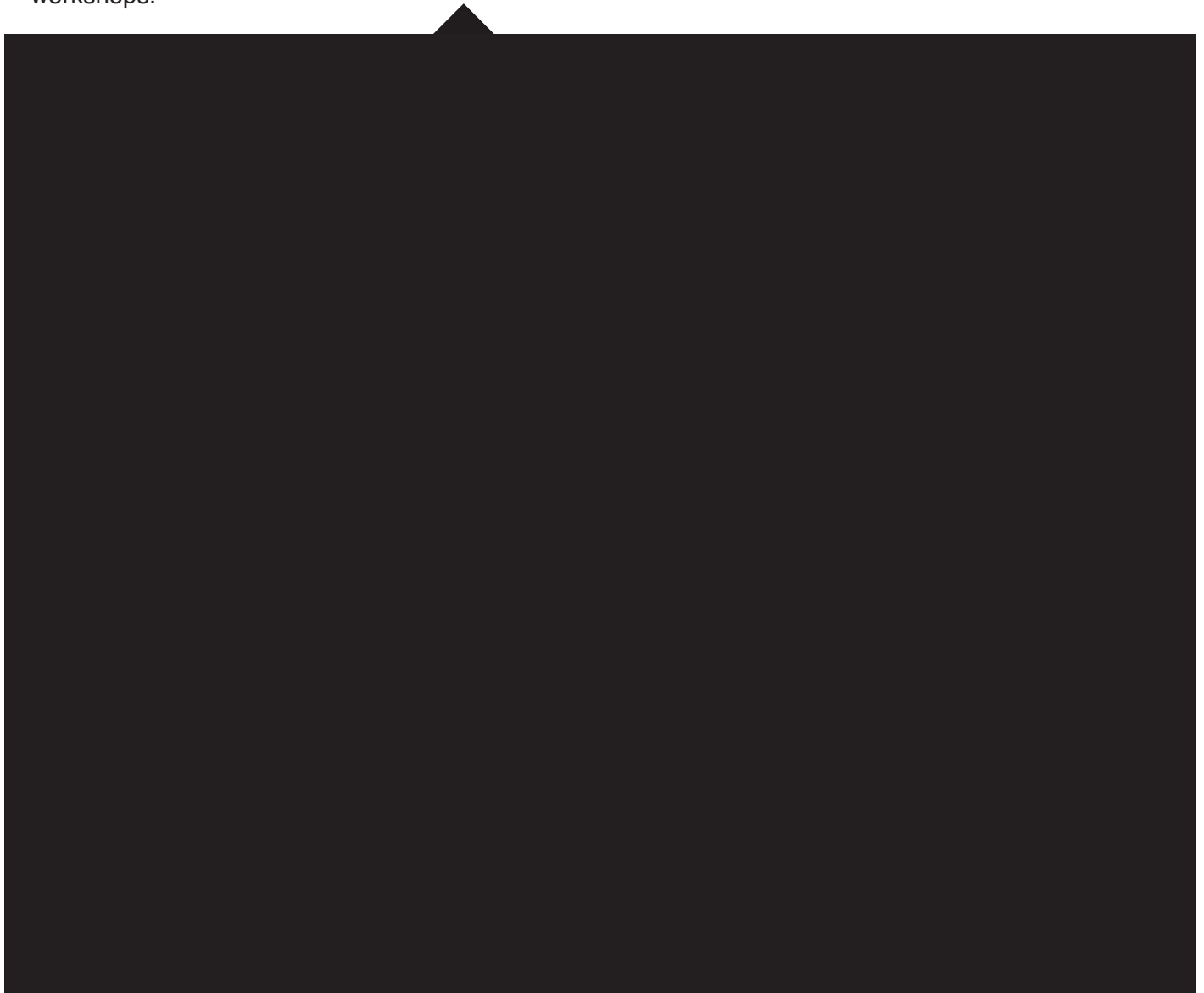
The Parties will participate in workshops to fully understand the business problem and set deliverables and timelines for requirements and deliverables for both Track A and Track B. The workshops will be a joint venture between team members from both Applied and Citizens. The Parties shall complete the SDLC deliverables attached as Exhibit 1 hereto, [REDACTED]

1. Applied will provide the following deliverables as part of Discovery:
 - i. analysis of the business problem;
 - ii. completion of all necessary workshops as further described in this subsection;
 - iii. completed Discovery analysis that the Parties will review together and Citizens will approve that describes the reasoning behind revisions included in the revised SOW document provided by Applied at the end of Discovery;
 - iv. analysis of data required for the Implementation Services;
 - v. proposed revisions to this SOW that includes:
 - a. defined and agreed on milestone features and Baseline Requirements;
 - b. milestone sequencing;
 - c. implementation and deployment approach;
 - d. system integrations;
 - e. dependencies;
 - f. timelines;
 - g. Implementation Services responsibilities for Applied and Citizens;
 - h. responsibilities for UAT in an agreed upon form (e.g. summary and/or RACI);
 - i. defined complexity of testing and UAT issue resolution criteria;
 - j. resource needs and allocations for Applied and Citizens;

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- k. assumptions;
 - l. workflows;
 - m. training plan; and,
 - n. update impacts to pending order forms as needed, including additional costs for non-standard reports as addressed in Section B.
- vi.** Revised best estimate on the Implementation Services' level of effort, scope, cost, and order of feature delivery tied to each Milestone Quarter.


Applied and Citizens will hold joint workshops to refine the requirements and needs of major process areas. Each workshop will have defined agendas, expectations, and deliverables which will be shared prior to each workshop to maximize time for all participants. A tentative list of the anticipated workshops is provided below. Additional or fewer meeting times may be required based on the outcome of the workshops.



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2.



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M. Phase 2 Track A – Accelerated Go-Live [REDACTED]

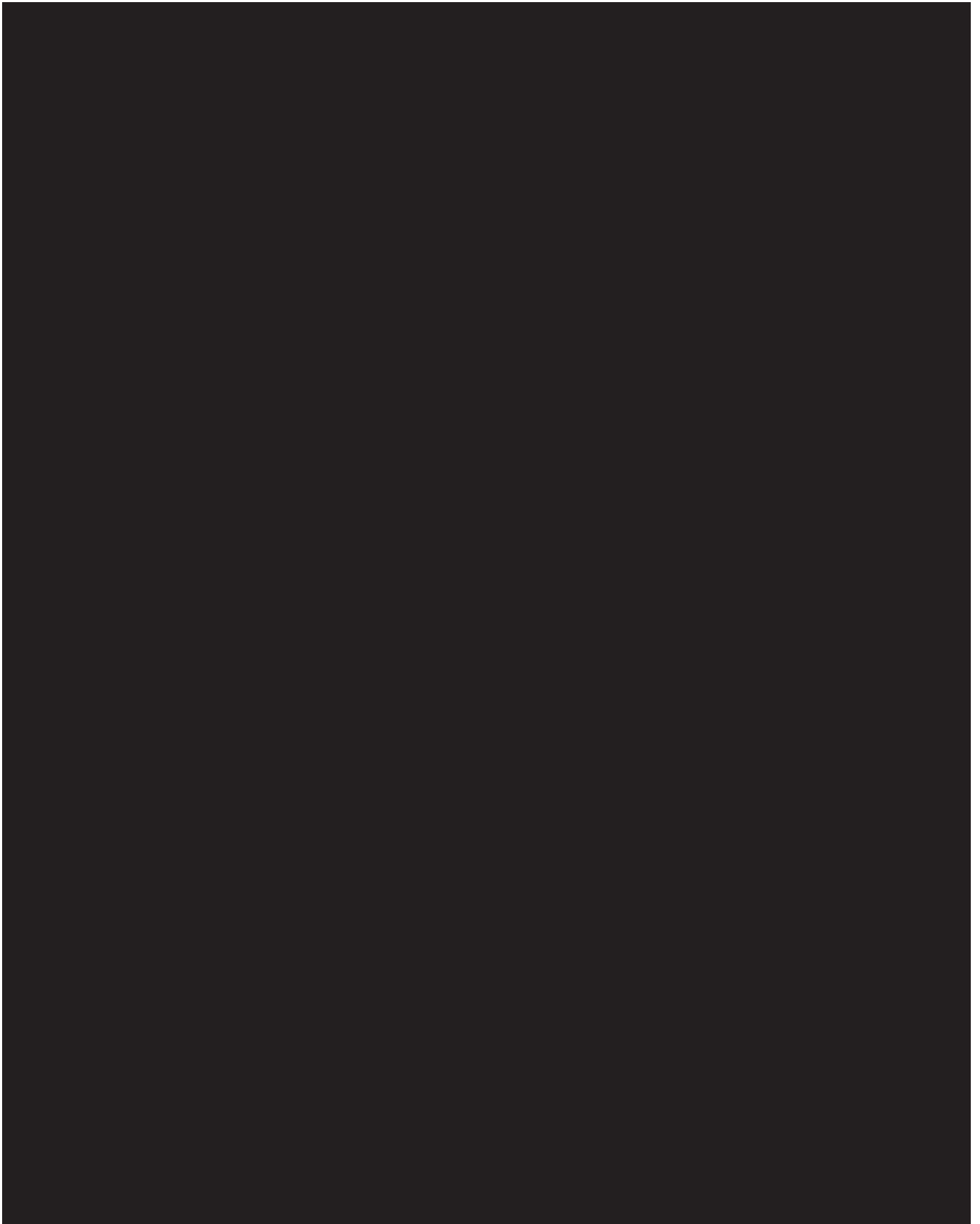
Pursuant to Citizens' and Applied's desire to provide Agents access to the Platform quickly, the Parties agree to manage the Phase 2 deployments in two tracks. Track A will focus on an "Accelerated Go-Live" that will enable the ability to rate home quotes for Citizens. Track B (see below Section M) will focus on enhancements to certain Cloud Services in furtherance of the Citizens Provided Rater.

1. [REDACTED]
[REDACTED]
 - [REDACTED]
 - [REDACTED]
[REDACTED]
 - [REDACTED]
 - [REDACTED]
[REDACTED]
 - [REDACTED]
[REDACTED]

As a part of the Implementation Services, Applied, using XML technology, will develop the communication of home and dwelling fire information (the "Citizens Rating Integration") for Citizens, for the State of Florida for Citizens brand (each state and each line of business per brand, a "**Company Project**"), from its Platform to Citizens' quoting engine which, in turn, will return to the Platform the premium for the risk and store the risk information on the Platform for subsequent use. Track A has a total scope of two (2) Company Projects: homeowners ("HO") and dwelling fire ("DP").

2. [REDACTED]
[REDACTED]
[REDACTED]

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[Redacted]

N. Phase 2 Track B - General Deliverables and Milestones [Redacted]

a. **Kickoff:** High-level feature overview with Applied and Citizens to communicate scope and goals prior to beginning development. This meeting will include Citizens and both the Applied Product Team and the Applied Development Team(s).

b. [Redacted]

[Redacted]

[Redacted]


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[REDACTED]

O. Tentative Deliverable and Milestone Tracker for Phase 2 Track B.

Please refer to the timeline below for estimates on deliverables in Phase 2 Track B. The list details the items Applied is planning to deliver and in what order, as well as identifying items that are dependent on Citizens. This plan makes assumptions on priorities based on our current understanding of Citizens’ needs and dependencies between deliverables as well as multiple teams allocated to each milestone.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

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P. Integration Summary



Q. General Implementation Services.

This SOW includes estimated timelines for Phase 2 Deliverables and Milestones associated with the Implementation Services. The Parties shall jointly refine specific dates and priorities as part of Discovery and as part of each Milestone Quarter and Overflow Quarter such that Applied can ensure high quality results, consistent with Applied's software development methodology that guides all product development.

Applied follows Scrum Product Development methodologies to deliver value incrementally in a collaborative manner. Applied will use the traditional Scrum Framework to manage work within each team but also use Scaled Agile Framework to integrate work across teams and deliver the Implementation Services to Citizens on a quarterly basis.

Resources, Roles, and Responsibilities.

The resources, roles, and responsibilities defined below are based on Applied's current understanding and assumptions of scope. As Applied and Citizens work together as a part of Discovery, this will be refined to reflect the resource plan for the Implementation Services and to further clarify roles and responsibilities.

Applied Key Stakeholders -

- Jeff Purdy – Executive Co-Sponsor – Chief Revenue Officer
- Anupam Gupta – Executive Co-Sponsor – Chief Product Officer
- Michael Streit – SVP & General Manager, EZLynx
- Nathan Waite – SVP Sales
- Brenna Johnson – VP Product Management
- Don Thomas – VP Product Engineering

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- Jonathan Haney – Director Product Engineering
- Scott Niebuhr – Director Carrier Management
- Crista Davis – Manager Solution Services
- Carl Smith - SME on rating API integration for batch renewals

Resource Breakdown

Below are the Applied roles needed to meet Citizens’ requirements and complete the Implementation Services. For each Applied role, the number of resources and the percentage of time dedicated to Citizens is indicated below. [REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Prior to the start of Discovery, Applied will provide a complete list of names associated with the roles below.

- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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Citizens’ Resources

- Subject Matter Expert
- Program/Project Manager
- Project Sponsor
- IT
- Tester
- Power User

Assumptions

Details	Type
The Parties assume an equivalent commitment to accomplish the Implementation Services. Both Parties will respond to and maintain all agreed timelines defined during Phase 1 and Phase 2.	Assumption
All communication, questions, data reviews and testing will be addressed by the Parties in a timely manner.	Assumption
[REDACTED]	


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Details	Type
[REDACTED]	
The Parties will ensure appropriate decision makers participate in workshops, requirement reviews, and sprint reviews to ensure timelines are met.	Assumption

Dependencies

- The method and means of providing the Implementation Services shall be under the exclusive control, management, and supervision of Applied, giving due consideration to the requests of Citizens.
- All Services performed by Applied under this SOW will be a collaborative process and will be dependent on both Parties providing and maintaining sufficient resources and providing feedback and taking other necessary actions in a timely manner. Neither Party shall be responsible for any delays in the performance of the Implementation Services (including any delays to any timetables) or any failure of the Parties to perform or participate in the Implementation Services when caused by (1) a Party’s failure to timely provide any resources, materials, personnel, data, information, or feedback that are necessary for the other Party to perform or participate in the Implementation Services or (2) any acts or omissions of any third party (including any of a Party’s contractors, vendors, suppliers, agents, or other representatives) that impede, interfere with, or delay the ability of a Party in performing or participating in the Implementation Services.
- In providing the Implementation Services, a Party will be entitled to rely on all information and assistance provided by the other Party.

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Training Plan

- Applied will provide access to adequate on-going training so that Citizens and Agents may successfully utilize the Cloud Services.
- Applied will provide release documentation that will highlight what additions were made to the Cloud Services as part of the Implementation Services. The release notes will provide Citizens and Agents with information on how to utilize the new enhancements to the Cloud Services.
- Applied will provide training documentation for products and features in the Cloud Services.
- Applied will provide webinars for Citizens and Agents to learn how to maximize the Cloud Services.

Items Considered Out of Scope of This SOW

- [REDACTED]
- [REDACTED]
- [REDACTED]

Engagement Governance

Project governance, also known as executive oversight and leadership, is a critical success factor for this engagement between Applied and Citizens. Applied will partner with executive sponsors at Citizens on regularly scheduled intervals to ensure that the Implementation Services are on schedule, on budget, and meeting the expectations of both Citizens and Applied. The Parties shall agree on a robust governance plan during Discovery.

Change Management Process

Applied recommends a formal change management process for this SOW, staffed with representatives from both Parties to form a change management team. This team will be tasked with reviewing, evaluating, prioritizing, and approving recommended changes as submitted. All proposed changes will be memorialized by Applied, through a change order that will describe changes to scope, budget, and timeline related to the change ("Change Order"). Material changes and/or additions to the Implementation

Fees and Estimated Implementation Services Level of Effort

Phase 2 Track B - General Deliverables and Milestones - Estimate

IMPLEMENTATION SERVICES STATEMENT OF WORK FOR CITIZENS PROPERTY INSURANCE CORPORATION • 35

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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

This SOW will be effective as of the last date of signature below (“**Effective Date**”) and will expire on the completion of the Post-Implementation Support Warranty Period (as defined in the Carrier Participation Agreement).

Applied Systems, Inc.	Citizens Property Insurance Corporation
Signature: <div>DocuSigned by: JPurdy 9181A7BBA9EE466...</div>	Signature: <div>DocuSigned by: Kelly Booten 7B9C7AA80097483...</div>
Name: Jeff Purdy	Name: Kelly Booten
Title: Chief Revenue Officer	Title: chief operating officer
Date: 12/7/2023	Date: 12/7/2023
Address: 200 Applied Parkway University Park, IL 60484	Address: 2101 Maryland Circle Tallahassee, FL 32303
	Citizens Property Insurance Corporation
	Signature: <div>DocuSigned by: Jay Adams 52091D0BF5B7478...</div>
	Name: Jay Adams
	Title: Chief of Claims
	Date: 12/7/2023
	Address: 2101 Maryland Circle Tallahassee, FL 32303

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Exhibit 1 - SDLC Deliverables

Citizens SDLC Deliverable	Description	Responsible
Resiliency Assessment	Document resiliency requirements and approach to business continuity based on business established recovery objectives. [REDACTED]	Citizens (with vendor input)
Architecture Blueprint	This is the high level architecture definition to set the initial technology direction for the initiative. It is generally not needed for enhancements, unless there are significant changes that go beyond application functionality. This may include a Context diagram. Determine business units initial expectation for the need to access or store restricted information. Involve Business/Product Owner, Resiliency, Security, Tech Owners, GIS (When GIS solutions impacted)	Citizens (with vendor input)
Information Security Standards Assessment (ISSA)	Documenting recommended security controls. [REDACTED]	Citizens (with vendor input)
Requirements (Both Functional and non-Functional)	Documentation of functional requirements and non-functional requirements.	Both
Test Strategy/Plan	Defined approach to System/Integration, and Regression Phases along with defect management process	Both
Performance Test Plan	Test plan for testing for both anticipated volume and user experience (response time).	Both
Security Test Plan	Test plan for validating controls identified in the Information Security Standards Assessment	Citizens
Integration Design Documentation	Design documentation of integrations between vendor hosted solution and Citizens Systems	Both
UX Design wireframe/mock-ups	Mock up of screen layout and screen flows	Vendor
Technical Design Documentation	Technical design for Citizens components	Citizens
Vendor Technical Documentation	Technical design for Vendor components	Vendor
Deployment Architecture Model	A deployment architecture depicts the mapping of a logical architecture to a physical environment. The physical environment includes the computing nodes in an intranet or Internet environment, CPUs, memory, storage devices, and other hardware and network devices.	Both
Data Flow Diagrams	Visual representation of the information flow through the relevant systems	Vendor
System Run Book Created / Updated	Citizens System Considerations: Start-up/Shut down procedures, monitoring processes, batch processes, vendor contacts, Citizens key contacts, application validation procedure, service level agreements Vendor Hosted Considerations: Key Integrations for Monitoring, Vendor Support Contacts, Vendor SLAs, Vendor Technical Documentation Links, to include Recovery proced	Both
User Access Management Plan	Describes user Provisioning and deprovisioning process	Citizens (with vendor input)
MileStone: Design Review Committee	Summarize all deliverables for the initiative and present specific design elements from other deliverables outlined above. Includes the following additional details related to the end to end design for both Citizens and Vendor components of the solution: Technical Deployment / Technical Documentation, User Access Management, Operational Monitoring, Risk, Security controls	Both

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ADDENDUM 1
PUBLIC RECORDS ADDENDUM ("ADDENDUM")

Company Name ("Vendor"): Applied Systems, Inc.
Agreement Name/Number ("Agreement"): Carrier Participation Agreement / 23-22-0007-00
Primary Vendor Contact Name: Richard Cohan, General Counsel
Telephone: 708-534-5575
Email: rcohan@appliedsystems.com with copy to legal@appliedsystems.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 (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 checked="" 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.