



AGREEMENT FOR IDENTITY GOVERNANCE ADMINISTRATION (IGA), ACCESS MANAGEMENT (AM), AND RELATED PRODUCTS

This Agreement ("Agreement") is between CITIZENS PROPERTY INSURANCE CORPORATION ("**Citizens**"), a legislatively created Florida governmental entity, having its principal place of business at 2101 Maryland Circle, Tallahassee, Florida 32303, and WIPRO LLC ("**Vendor**"), having its principal place of business at 2 Tower Center Boulevard, Suite 2200, East Brunswick, NJ 08816. Citizens and Vendor shall each be known as a "Party," and collectively shall be known as the "Parties."

Recitals

On June 7, 2021, Citizens issued an Invitation to Negotiate No. 21-0018 for Identity Governance Administration (IGA), Access Management (AM), and Related Products (the "**Solicitation**"). Vendor's response to the Solicitation, was accepted by Citizens, subject to the terms set forth in this Agreement.

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

Terms of Agreement

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:
 - 1.1. "Citizens Confidential Information" means any and all information and documentation of Citizens that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by Citizens; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by Citizens and marked "confidential" or with words of similar meaning; (c) should reasonably be recognized as confidential information of Citizens; (d) protected under any applicable state or federal law (including Chapter 119, Florida Statutes; Sections 501.171, and 627.351(6), Florida Statutes; Chapter 69O-128, Florida Administrative Code; and, 15 U.S.C. § 6801 et seq.); or, (e) whether marked "Confidential" or not, consists of Citizens' information and documentation related to any Citizens manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, or any business, governmental, and regulatory matters affecting Citizens. "Citizens Confidential Information" does not include any information or documentation that: (a) is publicly available through no fault of Vendor or Vendor Staff; (b) was rightfully acquired by Vendor prior to disclosure by Citizens; or, (c)

Vendor developed independently without relying in any way on Citizens Confidential Information.

- 1.2. "Citizens Data" means any and all data of Citizens in an electronic format that is personally identifiable information collected, used, processed, stored, or generated as a result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein.
- 1.3. "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement, as documented in the relevant Statement of Work ("SOW").
- 1.4. "Effective Date" means the date on which the last Party executes this Agreement.
- 1.5. "Services" means all services and Deliverables to be provided by Vendor to Citizens under this Agreement, as documented in the relevant SOW. If any service or Deliverable is not specifically described in a SOW but is necessary for the proper performance and provisioning of the Services, that service or Deliverable shall be included within the definition of the Services to the same extent and in the same manner as if specifically described herein.
- 1.6. "SOW" means any written Statement of Work executed by the Parties pursuant to this Agreement.
- 1.7. "Vendor Staff" means any of Vendor's employees, agents, subcontractors, or representatives who: (a) provide the Services; or, (b) have access to Citizens Confidential Information or Citizens Data.
- 1.8. "Work Product" means each Deliverable and any drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, material, negative, report, finding, recommendation, data and memorandum of every description, created for Citizens under this Agreement and delivered to Citizens by Vendor or Vendor Staff in the course of performing this Agreement.

2. **Term and Renewals.**

- 2.1. **Term of Agreement.** This Agreement shall commence on the Effective Date and, unless terminated as provided for herein, shall continue for an initial term of five (5) years ("Initial Term"). The duration of a particular SOW shall be set forth in the SOW itself and may not exceed the term of this Agreement (including renewals) by more than twelve (12) months.
- 2.2. **Renewals.** Upon the conclusion of the Initial Term, this Agreement may be renewed for five (5), one (1) year renewal periods either: (a) by Citizens, at its discretion upon twenty-one (21) calendar days prior written notice to Vendor; or, (b) by mutual written agreement of the Parties. Renewals shall be subject to the same terms and conditions set forth in this Agreement at the time of renewal, including any amendments signed by the Parties.

3. **Services; Service Requirements.**

- 3.1. **Description.** Vendor shall provide the Services as described in each respective SOW.

- 3.2. Key Vendor Staff Resources. Vendor shall provide key Vendor Staff resources as described in each respective SOW. In the event of a deviation in the key Vendor Staff, the proposed replacement key Vendor Staff will have commensurate qualifications, experience, performance, and seniority within Vendor's company. Any alternative or substituted key Vendor Staff resources will require prior written approval by Citizens' Contract Manager or designee. Citizens may pursue Termination Without Cause pursuant to Section 12.2. of this Agreement if the Parties cannot agree on the proposed replacement key Vendor Staff. Key Vendor Staff shall be generally available during Citizens' business hours (8AM to 5PM ET) Monday to Friday (excluding Citizens' observed holidays). This applies to any off-shore Key Vendor Staff providing Services under each respective SOW.
- 3.3. Agile Performance. Vendor acknowledges that the Services are an integral part of one or more broader projects within Citizens. Project requirements and work schedules of Citizens may evolve over time, and therefore Vendor will be expected to perform the Services in a flexible, iterative, transparent, and collaborative manner. Citizens expects to have daily visibility into the Services and an ongoing opportunity to provide feedback. Citizens work schedule and timing of Deliverables may require Changes to the Services that are within the general scope of this Agreement and may be adjusted in accordance with Section 6.1 of this Agreement.
- 3.4. Vendor Staff Qualifications and Removal. All Vendor Staff shall be properly trained and qualified. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualification to Citizens. All Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling statutes, laws, and regulations relevant to the Services.
- If Vendor knows or learns of circumstances indicating that a Vendor Staff member: (a) lacks the proper training or qualifications to perform the Services; or, (b) is lacking in honesty or integrity, then Vendor will not allow that person to perform Services. Further, if Citizens determines that a Vendor Staff member is unsuitable for their role under this Agreement for any reason, including but not limited to knowledge, skills, experience, abilities, academic qualifications, technical qualifications, technical certifications, or conduct, Citizens has the right to disallow that person from performing in such role and to require Vendor to promptly provide a qualified replacement reasonably acceptable to Citizens.
- 3.5. Criminal Background Investigations. Vendor must conduct a criminal background check on each Vendor Staff within seven (7) years preceding the date the individual begins to perform Services. The criminal background check must be refreshed at least every five (5) years from the date it was last performed. All criminal background checks will be in accordance with applicable law and at Vendor's expense and, unless otherwise approved in writing by the Contract Manager, shall include but not be limited to: (a) state and federal felony convictions or pending adjudications; (b) state and federal misdemeanor convictions or pending adjudications; and, (c) a seven (7) year timeframe, extending as close as practicable to the date of assignment to perform Services.
- If it is determined that an individual has a criminal conviction (misdemeanor or felony), regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) (a "Conviction"), Vendor will not allow that individual to act as Vendor Staff under this Agreement until Vendor determines whether that individual should be allowed to do so considering: (a) the nature and gravity of the

offense; (b) the amount of time that lapsed since the offense; (c) the rehabilitation efforts of the individual involved; and, (d) the relevancy of the offense to the individual's role in connection with this Agreement. A disqualifying offense is any Conviction (in any jurisdiction within or outside of the United States of America) where the nature of the criminal activity is such that a reasonable person would agree that the engagement would create a risk of injury, loss, or damage to any person or property (including that of Citizens, its employees, policyholders, and others).

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

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

- 3.6. Other Background Checks. Vendor shall also conduct reasonable background checks to verify that the proposed Vendor Staff has met the minimum education, qualifications, or experience requirements as mutually agreed to between the Parties.
- 3.7. Compliance with Fair Credit Reporting Act. Vendor will comply with all requirements of the federal Fair Credit Reporting Act, including the provision to Vendor Staff of all required pre-notification and post-report notices. Vendor is responsible for any adverse action notices that may apply to its employment decisions.

4. **Service Warranties and Standards.**

- 4.1. General Warranty. Vendor warrants that the Services will be performed and delivered in a professional manner in accordance with this Agreement and the standards prevailing in the industry. To this end, Vendor will undertake the following actions without additional consideration during a period of ninety (90) calendar days from the Acceptance of the Services: (a) promptly make necessary revisions or corrections to resolve any errors and omissions on the part of Vendor; and, (b) confer with Citizens as Citizens deems appropriate for the purpose of interpreting any of the Services or information furnished. Acceptance of or payment for the Services by Citizens shall not relieve Vendor of these responsibilities. The warranty and covenants in this Section will extend to and bind Vendor's subcontractors, if any.
- 4.2. Ability to Perform. As of the Effective Date, Vendor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or

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

- 4.3. Monitoring of Performance. Vendor shall continuously monitor and record its performance to ensure that all of Vendor's responsibilities and obligations hereunder are being met and fulfilled. Citizens may conduct programmatic and other administrative contract monitoring during the term of this Agreement. The purpose of this monitoring is to ensure that all of Vendor's responsibilities and obligations are being met and fulfilled. Such monitoring may include on-site visits, report reviews, invoice reviews, compliance reviews, and a review of any other areas reasonably necessary. Vendor acknowledges and agrees that Citizens may also monitor and record Vendor Staff communications to the extent they occur within or are connected to any Citizens' resource, such as electronic or telecommunications systems.

4.4. Service Level Standards.

- 4.4.1. Description. In addition to all other requirements and covenants in this Agreement, Vendor shall use reasonable and good faith efforts to meet the Service Level Standards set forth in the relevant SOW.
- 4.4.2. Reports. If applicable under an SOW, on a monthly basis, in arrears and no later than the fifteenth (15th) calendar day of the month following the reporting month, Vendor shall provide reports to Citizens describing the performance of the Services as compared to the Service Level Standards. The reports shall be in a form agreed to by Citizens and contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Vendor has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; (d) any Service Credit due to Citizens; and, (e) if requested, a rolling six-month Service Level Standard trend report for the Service Level Standard. Vendor and Citizens will meet as often as reasonably requested by Citizens, but no less than monthly, to review Vendor's performance as it relates to the Service Level Standards. If Vendor fails to provide a report for a Service Level Standard in the applicable timeframe, the Service Level Standard shall be deemed to be completely failed for the purposes of calculating a Service Credit. Vendor shall, without charge, make Citizens' historical Service Level Standard reports available to Citizens upon request.
- 4.4.3. Failure to Meet Service Level Standards. If Vendor does not meet Service Level Standard described in each SOW, Vendor shall issue the applicable Service Credits as agreed upon in the relevant SOW. The Service Credits will be issued on Vendor's next invoice to Citizens for the Services. The

Service Credits are intended only to cover the diminished value of a Service that is delivered to Citizens. The acceptance of a Service Credit does not waive Citizens' right to pursue other remedial actions or claims under this Agreement. To the extent the underlying acts or omissions constitute an event of default under another section of this Agreement, Citizens may declare an event of default under that section. Notwithstanding the issuance of a Service Credit, Vendor will use its best efforts to minimize the impact or duration of any outage, interruption or degradation of Service. In no case shall Citizens be required to notify Vendor that a Service Credit is due as a condition of payment of the same.

4.4.4. Termination for Repeated Failures. Citizens shall have, in addition to any other rights and remedies under this Agreement or at law, the right to terminate this Agreement in accordance with Section 12.3 and be entitled to a return of any prepaid fees where Vendor fails to meet any Critical Service Level Standard described in each SOW for four (4) months out of any rolling twelve (12) month period.

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

4.5. Disclaimer of Warranties. Except as stated herein, Vendor excludes and disclaims all warranties, conditions, or statements, whether express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or that Services and/or the Deliverables will be error-free.

5. Deliverables and Work Product.

5.1. Deliverables and Financial Consequences. Deliverables and Financial Consequences for failing to deliver them in the agreed-upon manner are as detailed in each SOW.

5.2. Title to Work Product. With the exception of the Pre-Existing Materials described in Section 5.3., upon the payment of due fee to Vendor, Citizens will have all right, title and interest in and to each Work Product and any derivative works relating thereto (including ownership of copyrights). The use of these Work Products in any manner by Citizens shall not support any claim by Vendor for additional compensation. Each Work Product, and any portion thereof, shall be a "work made for hire" for Citizens pursuant to federal copyright laws. To the extent any of the Work Product is not deemed a work made for hire by operation of law, Vendor hereby agrees to irrevocably assign, transfer, and convey to Citizens, or its designee, upon the payment of the due fee by Citizens to the Vendor, all of its right, title, and interest in such Work Product, including all rights of patent, copyright, trade secret, trademark, or other proprietary rights in such materials. Vendor acknowledges that Citizens shall have the right to obtain and hold in its

own name any intellectual property right in and to the Work Product pursuant to a SOW, once Citizen has made the due payment to the Vendor. Vendor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Citizens may reasonably request, to perfect or evidence Citizens' ownership of the Work Product pursuant to a relevant SOW. This Section shall survive the termination of this Agreement.

5.3. Pre-Existing Materials and Third-Party Materials.

5.3.1. Citizens acknowledges that, in the course of performing the Services, Vendor may use materials, software, reports, routines, language, instructions, methods, techniques, trade secrets, patents, copyrights, or other intellectual property, including all associated configurations, customization, enhancements, modifications, derivative works and knowledge representations developed through cognitive computing that have been previously developed, purchased, licensed, or acquired by Vendor or its affiliates (collectively, the "Pre-Existing Materials"), and that such Pre-Existing Materials shall remain the sole and exclusive property of Vendor. Where Vendor seeks to embed Pre-Existing Materials in the Work Product, Vendor must first obtain written approval from Citizens.

5.3.2. If and to the extent any Pre-Existing Materials of Vendor or its affiliates are embedded or incorporated in the Work Product, to the extent any Pre-Existing materials are necessarily required for the proper functioning of the Deliverables, Vendor hereby grants to Citizens the perpetual, non-exclusive, worldwide, royalty-free right and license to: (a) use, execute, display, and perform, such Pre-existing Materials solely in conjunction with its anticipated use with the Work Product thereof for Citizens' internal business purposes only, as documented in a SOW; and, (b) authorize affiliates of Citizens to do any or all of the foregoing for Citizens' internal business purposes only, as documented in a SOW, provided such other parties agree to comply with terms of the this Section 5.3.2 with respect to usage and license restrictions. Citizens shall not use any Pre-Existing Materials on stand-alone basis, unbundled from the Work Product.

5.3.3. If and to the extent any pre-existing materials of third parties including materials, software, reports, routines, language, instructions, methods, techniques, trade secrets, patents, copyrights, or other intellectual property that have been previously developed, purchased, licensed, or acquired by a third party ("Third Party Material") are embedded or incorporated in the Work Product, Vendor shall inform Citizens and secure for Citizens the relevant license rights documented in the relevant SOW. Vendor shall secure such right at its expense and prior to incorporating any such Third-Party Materials into any Work Product, and such right must include, if practicable and agreed to in the relevant SOW, a right to: (a) copy, modify, and create derivative works based upon such Third Party Materials; and, (b) sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider of Citizens. This Section does not apply to standard office software (e.g., Microsoft Office). Vendor disclaims and waives all liability and responsibility which may arise from any Third-Party Materials incorporated in the Work Product, and neither does the Vendor make any warranties for the merchantability, fitness of use for an intended purposes and the contents under a Work Product.

5.4. License Grant and Use. Citizens is granted a non-exclusive, limited and term-based license to use any software, or system, for which Vendor owns and shall continue to own all rights, title, interests and intellectual property rights, used by Vendor to provide Services for the term of the applicable SOW, provided that the order form of such use along with the terms and conditions of such license shall be documented in each applicable SOW.

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

6. **Changes.**

6.1. Change Process. Citizens may require changes altering, adding to, or deducting from the Services (each, a "Change"), provided that: (a) such Change is within the general scope of this Agreement; and, (b) Citizens will make an equitable adjustment in Vendor's compensation or delivery date if a Change affects the cost or time of performance of the Services. Such equitable adjustments require the written consent of Vendor, which consent shall not be unreasonably withheld, delayed or conditioned. The Parties will cooperate in good faith to determine the scope and nature of a Change, the availability of Vendor Staff, the expertise, and resources to provide such Change, and the time period in which such Change will be implemented.

6.2. Modifications. A Change resulting in an increase or decrease to Vendor's compensation, or the scope of Services must be evidenced by a change order to an SOW under this Agreement. All other changes shall be evidenced by either a writing signed by the Contract Manager or designee of each Party or a formal amendment to this Agreement.

7. **Acceptance.**

7.1. Acceptance Period of Services and Deliverables. Unless otherwise stated in a SOW, Vendor grants to Citizens a thirty (30) calendar day acceptance period ("Acceptance Period") commencing on the date the Services have been delivered, as notified by Vendor to Citizens in writing. 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 and Deliverables (a "Defect"), with such determination to be made in Citizens' reasonable judgment. The remedies under this Section 7. are independent of and in addition to those contained within a SOW.

7.2. Correction of Defects. To the extent a Defect can be corrected and was not the result of any bad faith by Vendor, Vendor shall have thirty (30) calendar days to correct the Defect. The determination as to whether a Defect can be corrected shall be made by Citizens in its reasonable discretion. If Vendor is unable to correct the Defect within this thirty (30) calendar day period, Citizens may, in its sole discretion, terminate the Agreement, in whole or in part, for cause in accordance with Section 12.3 and pursue any other rights and remedies available at law or in equity.

7.3. Corrective Action Plan. At any stage during the thirty (30) calendar day period provided above or whenever Citizens identifies a deficiency in Vendor's performance of this Agreement, Citizens may require Vendor to take the following actions: (a) perform a cause analysis to identify the cause of the deficiency; (b) provide a written plan (the "Corrective Action Plan") detailing the cause of, and

procedure for, correcting such deficiency (Citizens will be afforded the time necessary to review and approve the proposed Corrective Action Plan or require Vendor to make revisions); (c) implement the Corrective Action Plan as approved by Citizens; and, (d) provide Citizens with satisfactory assurance that such deficiency will not reoccur following the implementation of the Corrective Action Plan. In the case of a Defect identified by Citizens during an Acceptance Period, completion of the cause analysis and implementation of the Corrective Action Plan by Vendor must occur before the end of the thirty (30) calendar day period provided above, unless otherwise agreed to by Citizens in its sole discretion.

8. **Compensation.**

8.1. **Maximum Compensation and Budget Requirement.** Citizens' obligation to pay Vendor for all Services accepted and reimbursable expenses under this Agreement shall not exceed the following total dollar amounts, unless agreed to in writing by the Parties via a written formal amendment to the Agreement:

8.1.1. Software Products (including SailPoint): \$5,159,000.00

8.1.2. Implementation Services, including the SOW No. 1 for Part A: Assessment of the IGA and AM scope: \$2,038,400.00

8.1.3. Support Services: \$2,300,000.00 (these funds may be used for Implementation Services upon execution of Change Orders).

Compensation also depends on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis. In the event the charges are expected to exceed the above amounts, or if Citizens Board of Governors does not approve sufficient funding on an annual basis, Citizens' Contract Manager shall notify Vendor in writing. In the event the charges reach seventy five percent (75%) of the above amounts, Vendor's Contract Manager shall notify Citizens in writing.

8.2. **Compensation Schedule.** Vendor will be paid on a monthly basis for the Services accepted by Citizens in the preceding month according to each SOW, unless otherwise stipulated in each SOW.

8.3. **Invoices.** Vendor must timely submit all requests for compensation for Services or expenses, where permitted, in sufficient detail for a pre- or post-audit. The compensation request must include a unique invoice number, be in US dollars, legible, page-numbered, signed, and dated. Vendor shall submit the original invoice to Citizens' Contract Manager or designee as identified in section 11.2. Contract Managers. All late payment inquiries must be submitted to the attention of Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 in accordance with the Compensation Schedule and must include, at a minimum, the following: (a) purchase order number/Agreement number/task order number, if applicable; (b) Vendor's name, address, phone number (and remittance address, if different); (c) Vendor's Federal Employment Identification Number; (d) Citizens' Contract Manager's name; (e) invoice date; (f) Services period; (g) taxes listed separately, if applicable (see Section 8.8.); and, (h) itemized Services for which compensation is being sought.

8.4. **Payment Processing.** Citizens may require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under this Agreement and Vendor agrees that it will provide such information as reasonably

requested by Citizens. Payment shall be due net thirty (30) calendar days of Citizens' actual receipt of a complete and undisputed invoice. Where a submitted invoice is incomplete, such as not containing the information described in this Section, Citizens will return the incomplete invoice to Vendor for correction within thirty (30) calendar days of Citizens' actual receipt of such invoice. Where Citizens reasonably disputes any part of a complete invoice, such as the amount of the compensation request, Citizens shall pay any undisputed portion of the invoiced amount within (30) calendar days of Citizens' actual receipt of the complete invoice and will describe the basis for the disputed portion of the invoiced amount. Where Vendor disagrees with Citizens' dispute of any invoice, the Parties shall seek to resolve the dispute in accordance with the Dispute Resolution Process further described in this Agreement. In no case shall Citizens be subject to late payment interest charges where Vendor has submitted an incomplete invoice or where Citizens has reasonably disputed an invoice. Where Vendor fails to submit an invoice within twelve (12) calendar months of the Services for which compensation is being requested, Vendor acknowledges and agrees that any payment due for such Services is forfeited by Vendor for its failure to timely submit an invoice.

- 8.5. Travel-related Expenses. Vendor agrees to comply with Citizens' then-current Vendor Travel Reimbursement Guidelines, a copy of which can be found on Citizens' website: <https://www.citizensfla.com/b2b>. All travel-related expenses must be pre-approved in writing by Citizens' Contract Manager or designee. Citizens shall reimburse Vendor for pre-approved travel-related expenses incurred in the performance of Services following Citizens' receipt of Vendor's reimbursement request submitted in accordance with the then-current Vendor Travel Reimbursement Guidelines or Citizens will not reimburse Vendor for travel related expenses.
- 8.6. No Additional Charges. Except for the compensation described in the Compensation Schedule and travel-related expenses, if permitted, Citizens shall not be billed for or be obligated to pay to Vendor any charges, expenses, or other amounts for the Services or otherwise.
- 8.7. Offsets and Credits. Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) calendar days following Citizens' request.
- 8.8. Taxes. Citizens is a State of Florida, legislatively created, governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Vendor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Vendor agrees that Citizens is not responsible to collect or withhold any federal, state, or local employment taxes, including personal property tax, income tax withholding, and social security contributions, for Vendor or Vendor Staff. Any and all taxes, interest or penalties, including personal property tax or any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Vendor or, if assessed against and paid by Citizens, shall be immediately reimbursed by Vendor upon demand by Citizens.

9. Indemnification and Limitation of Liability.

- 9.1. General Indemnification. Vendor shall be fully liable for the actions of Vendor Staff

and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, and employees, (each, an “Indemnitee” and collectively, the “Indemnitees”) from suits, actions, damages, liabilities, demands, claims, losses, expenses, fines, penalties, fees, and costs of every name and description (collectively, “Claims”), including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim by a third party arising out of or relating to any act, error or omission, or misconduct of Vendor, its Vendor Staff, officers, directors, agents, employees, or contractors, which allegedly causes: (a) violation of federal, state, local, international, or other laws or regulations; (b) bodily injury (including death) or damage to tangible personal or real property; (c) a breach of any material obligation or representation made by Vendor under this Agreement; or, (d) Vendor’s willful or intentional failure to timely forward a public records request to Citizens for handling.

- 9.2. Infringement Indemnification. Vendor agrees to indemnify, defend, and hold harmless Indemnitees from and against any and all Claims by a third party, including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any third party Claim arising out of or relating to the Services infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. 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 patent, copyright, trade secret, trademark, or other proprietary 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; (b) replace or modify such Services with no material adverse impact to Citizens, and so that the Services do not infringe upon or misappropriate such proprietary right and are free to be used by Citizens; or, (c), in the event that Vendor is unable or determines in its reasonable judgment that it is commercially unreasonable to do either of the aforementioned, Vendor shall reimburse Citizens any prepaid fees and the reasonable and evidenced cost associated with transitioning the Services to an alternative service provider.
- 9.3. Indemnification by Citizens. Citizens agrees to indemnify Vendor in the event any claims made by third party alleging that the use of any software or material provided by Citizens to the Vendor for the provision of Services, is infringing such third party’s intellectual property rights.
- 9.4. Indemnification Procedures.
 - 9.4.1. Both Parties obligations of indemnification with respect to any Claim are contingent upon each Party (or other Indemnitee) providing the other Party: (a) written notice of the Claim; (b) the opportunity to settle or defend against the Claim at that Party’s sole expense; and, (c) assistance in defending against or settling the Claim at that Party’s sole expense. The indemnifying Party shall not be liable for any cost, expense, or compromise incurred or made by the other Party in any legal action without indemnifying Party’s prior written consent, which shall not be unreasonably delayed, conditioned

or withheld.

9.4.2. Notwithstanding anything in this Agreement to the contrary, Vendor shall not indemnify for that portion of a Claim proximately caused by: (a) a negligent act or omission of an Indemnitee; or, (b) an Indemnitee's misuse or modification of the Service or Work Product.

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

9.5. Limitation of Liability.

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

9.5.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL, ON AN AGGREGATE BASIS, BE LIABLE TO THE OTHER FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF USD TWO MILLION (\$2,000,000.00). THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED IN CONTRACT, EQUITY, TORT, OR OTHERWISE. THIS LIMITATION SHALL NOT APPLY TO: (A) ANY OBLIGATION OF INDEMNIFICATION SET FORTH UNDER SECTIONS 9.1(a) (NOT EXTENDING TO ANY BREACH OF ANY DATA PRIVACY LAWS, WHICH SHALL BE COVERED UNDER SECTION 9.5.4 INSTEAD), 9.1(b) and 9.2 IN THIS AGREEMENT; (B) ANY CLAIM OR DAMAGE CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR, (C) ANY CLAIM OR DAMAGE CAUSED BY VENDOR'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY SET FORTH IN SECTION 15 OF THIS AGREEMENT (NOT EXTENDING TO ANY BREACH OF CITIZENS DATA UNDER ANY CITIZENS CONFIDENTIAL INFORMATION, WHICH SHALL BE COVERED UNDER SECTION 9.5.4 INSTEAD).

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

9.5.4. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL, ON AN AGGREGATE BASIS, BE LIABLE TO THE OTHER FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY CLAIMS OR DAMAGES FOR BREACH OF OBLIGATIONS REGARDING ANY AND ALL CITIZENS DATA PROVIDED TO THE VENDOR (INCLUDING ANY CITIZENS DATA PROVIDED UNDER ANY CITIZENS' CONFIDENTIAL INFORMATION), AND/OR ANY PRIVACY AND SECURITY OBLIGATIONS UNDER THIS AGREEMENT OR ANY APPLICABLE LAWS, IN EXCESS OF USD FIVE MILLION (\$5,000,000.00).

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

10. **Insurance.**

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

10.1.1. Workers' Compensation which provides coverage for Vendor's employees and independent contractors' employees, regardless of the state of hire, as per the statutory limits required by the State of Florida, and Employers' Liability with limits of \$1 million per accident; provided, however, that such workers' compensation policy may exclude coverage for independent contractor employees who are covered by a workers' compensation policy that meets the requirements (including Employers' Liability coverage) set forth herein.

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

10.1.3. Umbrella Excess General Liability with limits of \$4 million in the aggregate; the umbrella excess policy must afford coverage equivalent to the commercial general liability coverages required in subsections 10.1.2. and 9.1.3.; the policy inception date must also be concurrent with the inception dates of the underlying general liability policies; if vendor maintains commercial general liability coverage that exceeds the minimum limits identified in 9.1.2. and 9.1.3., then Vendor may reduce its umbrella excess coverage limit by the corresponding amount;

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

10.1.5. Business Interruption with coverage limits of \$5 million per claim and in the aggregate; and,

10.1.6. Information Security/Cyber Liability insurance written on a "claims-made" basis covering Vendor and Vendor Staff for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all Services, including, without limitation, claims, other demands and any payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy. The Information Security/Cyber Liability Insurance must include internet media liability including cloud computing and mobile devices for protection of confidential information and customer data whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use, including regulatory action expenses, and notification and credit monitoring expenses with the limits listed below.

- a. Each claim and subject to the aggregate in (e)- \$5,000,000.00
- b. Network Security/Privacy Liability, each claim and subject to the aggregate in (e) - \$5,000,000.00
- c. Breach Response/ Notification Sublimit, each claim and subject to the aggregate in (e) - a limit of fifty percent (50%) of the policy

aggregate

- d. Technology Products E&O, each claim and subject to the aggregate in (e) - \$5,000,000.00
 - e. Policy aggregate for all instances under (a)-(d) above - \$5,000,000.00
- 10.1. Insurance Company Qualifications. Each company issuing policies required under Section 10. must: (a) be licensed to transact business in the State of Florida; and, (b) have an AM Best Financial Strength rating of "A-" or above.
 - 10.2. Defense Costs. The limits of indemnity coverage required under Section 10, shall not include costs incurred in defending against a claim and shall not be reduced by the payment of such costs; provided, however, that with respect to professional liability coverage as set forth in Section 10, Vendor may alternatively maintain coverage with limits of \$2 million per claim and \$4 million in the aggregate.
 - 10.3. Vendor's Insurance is Primary. The insurance required under Section 10.1. shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Citizens, Citizens' Board Member, or any Citizens employee, provided however such application on a primary basis shall only be to the extent the Vendor is liable.
 - 10.4. Citizens to be an Additional Insured. The Commercial General Liability and Auto Liability policies in Section 10. shall include Citizens as an additional insured. For Commercial General Liability coverage, the policy must include ISO Form #CG 20 10 10 01 or a comparable company specific endorsement.
 - 10.5. Notice of Cancellation or Change. To the extent practicable, the Vendor is required to notify Citizens with thirty (30) calendar days prior written notice of cancellation or non-renewal in any coverage.
 - 10.6. Proof of Coverage. Within thirty (30) calendar days of execution of this Agreement, and upon renewal or reissuance of coverage thereafter, Vendor must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required in Section 10. The certificates for Commercial General Liability, Umbrella Liability and Professional Liability insurance certificates must correctly identify the type of work Vendor is providing to Citizens under this Agreement. The agent signing the certificate must hold an active Insurance General Lines Agent license (issued within the United States).

11. **Contract Administration**

- 11.1. Contract Administrator. Citizens shall name a Contract Administrator during the term of this Agreement whose responsibility shall be to maintain this Agreement. Except for written notices not otherwise specifically required herein to be delivered to the Citizens' Contract Manager or designee, all written notices shall be delivered to the Contract Administrator in addition to the Citizens Contract Manager named below. As of the Effective Date, the Contract Administrator is:

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

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

- 11.2. Contract Managers. Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and operational obligations pursuant to the terms of this Agreement. As of the Effective Date, Citizens' and Vendor's Contract Managers are as follows:

Citizens' Contract Manager

Jason Campbell
Citizens Property Insurance Corporation
301 West Bay Street, Suite 1300
Jacksonville, FL 32202
904-522-3717
jason.campbell@citizensfla.com

Vendor's Contract Manager

Barker Harrison
Wipro Limited
2 Tower Center Blvd
East Brunswick, NJ – 08816
703-859-2811
barker.harrison@wipro.com

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

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

12. **Suspension of Services; Termination; Transition Assistance.**

- 12.1. Temporary Suspension of Services. Citizens may, in its sole discretion, temporarily suspend all or certain portions of the Services at any time by providing written notice to Vendor. Upon receiving a suspension notice, Vendor shall cease performing Services in accordance with the suspension notice. Within fifteen (15) calendar days after Citizens provides the suspension notice, or any longer period agreed to by the Vendor, Citizens shall either: (a) issue a notice authorizing resumption of the Services, at which time the Services shall resume; or, (b) exercise its right under Section 12.2. to terminate this Agreement without cause. Nothing in this Section allows Citizens to withhold or delay any payment for Services satisfactorily performed prior to the suspension. However, Vendor shall not be entitled to any additional compensation for the suspension of Services.
- 12.2. Termination without Cause. By thirty (30) calendar days advance written notice, Citizens may terminate this Agreement or any SOW in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination will be thirty (30) calendar days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). Where Citizens elects to terminate this Agreement or a SOW in part, Vendor shall

continue to provide Services on any portion of the Agreement or SOW not terminated. Vendor shall be entitled to payment for Services satisfactorily performed and accepted by Citizens through the Termination Date and shall be entitled to charge for or recover any reasonable “wind-down” costs, cancellation charges including approved third party cancellation charges and fees for work in progress as documented in the Agreement or SOW. Vendor shall not have a reciprocal right to terminate without cause; it being understood that Citizens’ payment for Services forms the consideration for Vendor not having this right. In the event of Citizens’ termination without cause, Citizens, at Citizens’ sole election, may also require Vendor to provide the Transition Assistance as further described in this Agreement.

- 12.3. Termination for Cause. Either Party may terminate this Agreement or a SOW if the other Party fails to honor its material obligations thereunder. Unless otherwise provided, the Party that believes the other Party is failing to perform this Agreement must first 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 nonbreaching Party, and its breach is not legally excusable, the non-breaching Party may thereafter notify the breaching Party, in writing, that it considers the breaching Party in default and may terminate this Agreement or a SOW and pursue any remedies allowed in law or equity. Instead of terminating this Agreement or a SOW in whole, Citizens may elect to terminate this Agreement or a SOW in part, in which case Vendor shall continue to provide Services on any portion of the Agreement or SOW not terminated. If after termination it is determined that Vendor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued without cause under Section 12.2. In the event of any termination under this Section 12.3, Citizens shall pay the Vendor for any Services delivered to and acceptable to Citizens up to the date of termination, in accordance with Section 8.
- 12.4. Scrutinized Companies; Termination by Citizens. In addition to any other termination rights of Citizens as provided for in this Agreement, Citizens may, at its sole election, terminate this Agreement if Vendor: (a) is found to have submitted a false certification as provided under Section 287.135(5), F.S.; (b) has been placed on the “Scrutinized Companies with Activities in Sudan List;” (c) has been placed on the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;” (d) has been placed on the “Scrutinized Companies that Boycott Israel List;” (e) has been engaged in business operations in Cuba or Syria; or, (f) is engaged in a boycott of Israel.
- 12.5. Transition Assistance. At any time prior to the date this Agreement terminates for any reason (the “Termination Date”), Citizens may request Vendor to provide transition assistance services (“Transition Assistance”). Vendor shall provide such Transition Assistance until Citizens notifies Vendor that Citizens no longer requires such Transition Assistance, which shall in no event be more than sixty (60) calendar days following the Termination Date.

12.5.1. Transition Assistance shall mean any transition services, functions, or

responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a vendor are fully transitioned in a smooth and efficient manner to the purchaser or to a successor vendor. Transition Assistance includes the development and implementation of a detailed transition plan, if requested. To the extent the Transition Assistance will involve a successor vendor, Vendor agrees that it will cooperate with such successor vendor. As reasonably required by Vendor, Citizens shall cause any successor vendor to execute a nondisclosure agreement acceptable to Vendor.

12.5.2. The return of Citizens Data to Citizens by Vendor that is required upon the termination of this Agreement or SOW, such obligation as further described in Section 16.4, is an obligation of Vendor that survives the termination of this Agreement and is separate and distinct from, and not dependent upon, any provisioning of Termination Assistance.

12.5.3. Transition Assistance rendered before and after the Termination Date shall be provided at the rates stated in this Agreement or rates negotiated by the Parties prior to the rendering of the post-termination Transition Assistance; provided however, that if Citizens terminates this Agreement or a SOW because of a breach by Vendor, then the pre and post termination Transition Assistance shall be provided at no cost to Citizens, which for the purposes of this instance of termination for breach, is anticipated to be achievable within a period not to exceed fifteen (15) calendar days.

13. **Disputes.**

13.1. **Dispute Resolution Process.** Each Party will make a good faith effort to resolve any disputes relating to this Agreement prior to commencing a legal action. These efforts may include an offer to arrange for executive-level discussions or an offer to submit the dispute to non-binding mediation. This section shall not apply if (a) a Party considers the immediate commencement of a legal action for an injunction necessary to protect its interests (e.g., to protect against the improper use or disclosure of its confidential information); or, (b) the dispute is subject to another provision in this Agreement that includes a different dispute resolution process. For the sake of clarity, Citizens is not subject to the dispute resolution processes set forth in The Florida Administrative Procedure Act, Chapter 120, Florida Statutes.

13.2. **Jurisdiction and Venue; Waiver of Jury Trial.** This Agreement shall be deemed to have been made in the State of Florida and shall be subject to, and governed by, the laws of the State of Florida, and no doctrine of choice of law shall be used to apply any law other than that of the State of Florida. Each Party hereby irrevocably consents and submits to the exclusive jurisdiction of the Circuit Court of Leon County, Florida, for all purposes under this Agreement, and waives any defense to the assertion of such jurisdiction based on inconvenient forum or lack of personal jurisdiction. The Parties also agree to waive any right to jury trial.

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

14. **Records; Audits; Public Records Laws.**

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

- 14.2. Right to Audit and Inquire. Not more than once in a calendar year (provided however, that this limitation shall not apply to any regulatory requirement), Citizens shall have reasonable access to Vendor's facilities and has the right to review and audit any of Vendor's records relating solely to this Agreement, upon written notice to Vendor of at least ten (10) business days. Vendor also agrees to reasonably cooperate with any independent inquiries made by Citizens' Office of Internal Audit and Office of the Inspector General. Vendor shall cooperate with the requestor and provide requested documentation in a timely manner (preferably within five (5) business days). Vendor must resolve any deficiencies discovered during an audit within ninety (90) calendar days from being reported. Citizens may extend the response time period in its sole discretion. Citizens has the right to conduct follow-up audits to assess Vendor's corrective action(s). Any entity performing auditing services on behalf of Citizens pursuant to this Section shall execute a non-disclosure agreement with regard to Vendor's proprietary information, unless precluded from doing so by law. Vendor shall not unreasonably delay or inhibit Citizens' right to audit or inquire as set forth in this Section. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor's compliance with this Agreement which result in termination for cause or in regulatory or criminal penalties in connection with performance of this Agreement. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; expert witness fees; and, documentary fees.
- 14.3. Public Records Laws. Vendor acknowledges that Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes, (collectively, "Florida's Public Records Laws"). Therefore, any information provided to Citizens or maintained by Vendor in connection with this Agreement may be subject to disclosure to third parties.
- 14.3.1. Protection of Vendor's Confidential Information. Section 627.351(6)(x)1.e., Florida Statutes, provides that proprietary information licensed to Citizens under a contract providing for the confidentiality of such information is confidential and exempt from the disclosure requirements of Florida's Public Records Law. Other Florida Statutes allow for various protection of vendor's trade secrets and financial information. In order to protect any information provided to Citizens that Vendor considers to be protected from disclosure under Florida law ("Vendor's Confidential Information"), Vendor should clearly label and mark each page or section containing such information as "Confidential", "Trade Secret" or other similar designation.
- 14.3.2. Responding to Request for Vendor's Confidential Information. If Citizens receives a Public Records Request ("PRR") or a request from any regulatory or legislative entity regarding Vendor's Confidential Information, it shall promptly notify Vendor in writing. To the extent permitted by law, Citizens shall not produce Vendor's Confidential Information unless authorized by Vendor, or by order of a court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Vendor's Confidential Information, the Parties agree that Citizens is authorized to deliver Vendor's Confidential Information to the court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor's Confidential Information is confidential or exempt from disclosure or production pursuant to Florida's Public Records Laws, then Vendor shall

be solely responsible for defending its position or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for Citizens to defend or justify Vendor's position. Vendor also agrees to reimburse Citizens for any attorneys' fees, costs, and expenses incurred by Citizens or awarded against Citizens in any legal proceeding in which the issue is a third party's challenge to Vendor's assertion of an exemption under Florida's Public Records Laws.

- 14.3.3. Vendor's Duty to Forward Records Requests to Citizens. If Vendor receives a PRR that is in any way related to this Agreement, Vendor agrees to immediately notify Citizens' Records Custodian and forward the PRR to Citizens' Records Custodian for logging and processing. Citizens' Records Custodian's email address is: Recordsrequest@citizensfla.com. Citizens shall be the Party responsible for coordinating the response and production to the PRR. Vendor shall communicate with Citizens to determine whether requested information is confidential and/or exempt from public records disclosure requirements. Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Florida's Public Records Laws.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT CITIZENS' RECORDS CUSTODIAN AT (i) (850) 521-8302; (ii) RECORDSREQUEST@CITIZENSFLA.COM; OR, (iii) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303.

- 14.4. Remedies. Vendor will hold Citizens harmless from any third-party actions resulting from Vendor's non-compliance with Florida's Public Records Laws. Without limiting Citizens' other rights of termination as further described in this Agreement, Citizens may unilaterally terminate this Agreement for refusal by Vendor to comply with this Section unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
- 14.5. The provisions of this Section shall survive the termination of this Agreement.
15. **Non-Disclosure of Citizens Confidential Information.**
- 15.1. Obligation of Confidentiality. Vendor agrees to: (a) hold all Citizens Confidential Information in strict confidence; (b) not use Citizens Confidential Information for any purposes whatsoever other than the performance of this Agreement; (c) not copy, reproduce, sell, transfer, or otherwise dispose of, give, or disclose such Citizens Confidential Information to third parties other than Vendor Staff who have a need to know in connection with the performance of this Agreement; (d) be solely responsible for informing any Vendor Staff with access to Citizens Confidential Information of the provisions of this Agreement and to be responsible for any acts of those individuals that violate such provisions; (e) provide Vendor Staff having

access to Citizens Confidential Information with work environments that protect against inadvertent disclosure to others; (f) use its best efforts to assist Citizens in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any Citizens Confidential Information and to cooperate in promptly remedying such situation; and, (g) advise Citizens immediately in the event that Vendor learns or has reason to believe that any individual who has or has had access to Citizens Confidential Information has violated or intends to violate the terms of this Agreement and to cooperate with Citizens in seeking injunctive or other equitable relief against any such individual. Nothing in this Agreement prohibits a Vendor from disclosing information relevant to the performance of the Agreement to members or staff of the Florida Senate or the Florida House of Representatives.

- 15.2. Security of Vendor Facilities. All Vendor and Vendor Staff facilities in which Citizens Confidential Information is located or housed shall be maintained in a reasonably secure manner. Within such facilities, all printed materials containing Citizens Confidential Information should be kept locked in a secure office, file cabinet, or desk (except when materials are being used).
- 15.3. Labeling of Citizens Confidential Information. Any documents or electronic files created by Vendor or Vendor Staff that contain Citizens Confidential Information must be conspicuously labeled or marked so that the individual viewing or receiving the information understands that the information is confidential.
- 15.4. Photocopying and Faxing Restrictions. Vendor and Vendor Staff shall not make photocopies or send facsimiles of Citizens Confidential Information unless there is a business need.
- 15.5. Transmission of Citizens Confidential Information Materials. In the event it is necessary to transport materials containing Citizens Confidential Information via mail, parcel delivery service or other means, Vendor Staff must subsequently verify that such materials have been received by the intended parties.
- 15.6. Return of Citizens Confidential Information. Upon Citizens' request during the term of this Agreement or upon the termination of this Agreement for any reason, Vendor shall promptly return to Citizens all copies, whether in written, electronic or other form or media, of Citizens Confidential Information in its possession, or securely dispose of all such copies, and certify in writing to Citizens that Citizens Confidential Information has been returned to Citizens or disposed of securely.
- 15.7. Disposal of Citizens Confidential Information. The disposal of all printed materials containing Citizens Confidential Information must be done in a manner that renders the information inaccessible to others (the use of a reputable third-party shredding company is permissible).
- 15.8. Notification of Anticipatory Breach. Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this Section, it will immediately notify Citizens Contract Administrator in writing of such inability and such inability on Vendor's part will serve as justification for the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part at any time after the inability becomes known to Citizens.
- 15.9. Remedies. Vendor acknowledges that breach of Vendor's obligations under this Section 15 may give rise to irreparable injury to Citizens and Citizens' customers,

which damage may be inadequately compensable in the form of monetary damages. Accordingly, Citizens may seek and obtain injunctive relief against the breach or threatened breach of the provisions of this Section 15, in addition to any other legal remedies which may be available, including, the termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part in accordance with Section 12.3.

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

16. **Information Security and Data Privacy.**

16.1. **Citizens Data.**

16.1.1. **Ownership.** Vendor acknowledges and agrees that Citizens Data is and shall remain the sole and exclusive property of Citizens and that all right, title, and interest in the same is reserved by Citizens.

16.1.2. **Vendor Use of Citizens Data.** Vendor is permitted to collect, process, store, generate, and display Citizens Data only to the extent necessary for the sole and exclusive purpose of providing the Services. Vendor acknowledges and agrees that it shall: (a) keep and maintain Citizens Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Section 16 and applicable law to avoid unauthorized access, use, disclosure, or loss; and, (b) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Citizens Data for Vendor's own purposes or for the benefit of anyone other than Citizens without Citizens' prior written consent.

16.1.3. **Extraction of Citizens Data.** During the term of this Agreement, Vendor shall, within five (5) business days of Citizens' request, provide Citizens, without any charge, conditions, or contingencies whatsoever (including but not limited to the payment of any fees due to Vendor), an extract of Citizens Data in the format specified by Citizens.

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

16.2. **Security and Confidentiality of Citizens Data.**

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

- 16.2.2. Implementation of NIST 800-53 Controls. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor agrees to implement the privacy and security controls that follow the guidelines set forth in NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," as amended from time to time.
- 16.2.3. Audit of Vendor's Privacy and Security Controls.
- 16.2.3.1. Audit Reports. For each calendar year during the term of this Agreement, upon sixty (60) calendar days of issuance but no later than the end of each calendar year, Vendor shall submit to Citizens via email to Citizens' Contract Manager or designee a copy of its annual American Institute of Certified Public Accountants Service Organization Control (SOC) 1 type 2 report or SOC 2 type 2 report (for all Trusted Services Principles) relevant to the Services, such relevancy as solely determined by Citizens.
- 16.2.3.2. Right of Audit by Citizens. Without limiting any other rights of Citizens herein, Citizens shall have the right to review Vendor's privacy and security controls prior to the commencement of Services and from time to time during the term of this Agreement. Such review may include Citizens' right, at its own expense and without notice, to perform (or have performed) an on-site audit of Vendor's privacy and security controls. In lieu of such an audit, Citizens may require Vendor to complete, within thirty (30) calendar days of receipt, an audit questionnaire provided by Citizens regarding Vendor's privacy and security programs.
- 16.2.3.3. Audit Findings. Vendor shall implement any required safeguards as identified by Citizens or by any audit of Vendor's privacy and security controls.
- 16.2.4. Use of Citizens' Systems. Where Vendor or Vendor Staff have access to Citizens' systems or technology provided by or through Citizens, in addition to the other safeguards required by this Section, Vendor and Vendor Staff shall not share user identifications and/or passwords with any other individual.
- 16.2.5. Data Encryption. Vendor and Vendor Staff will encrypt Citizens Data at rest and in transit using a strong cryptographic protocol that is consistent with industry standards.
- 16.2.6. Data Storage. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff shall not store Citizens Data on portable external storage devices or media (such as "thumb drives," compact disks, or portable disk drives).
- 16.2.7. Data Export. Except as permitted in writing by Citizens' Contract Manager or designee under an SOW or otherwise, Vendor and Vendor Staff are prohibited from: (a) performing any Services outside of the United States; or, (b) sending, transmitting, or accessing any Citizens Data or Citizens' production system data outside of the United States.

- 16.2.8. Unauthorized Use or Disclosure of Citizens Data. Vendor shall use its best efforts to assist Citizens in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any Citizens Data and shall cooperate in promptly remedying such situation. Without limiting the foregoing, Vendor shall: (a) advise Citizens immediately in the event that Vendor learns or has reason to believe that any individual who has or has had access to Citizens Data has violated or intends to violate the terms of this Agreement and Vendor will cooperate with Citizens in seeking injunctive or other equitable relief against any such individual; and, (b) pursuant to Section 501.171, Florida Statutes, where Vendor maintains computerized Citizens Data that includes personal information, as defined in such statute, disclose to Citizens any breach of the security of the system associated with the Citizens Data as soon as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.
- 16.3. Subcontractors. The provisions of this Section shall apply to each of Vendor's subcontractors at any level who obtain access to Citizens Data.
- 16.4. Return of Citizens Data Upon Termination. Upon the termination of this Agreement for any reason, within five (5) business days following such termination, Vendor shall provide to Citizens, without any charge, conditions, or contingencies whatsoever (including but not limited to the payment of any fees due to Vendor), a full and complete extract of Citizens Data in the format specified by Citizens. Further, Vendor shall certify to Citizens the destruction of any Citizens Data within the possession or control of Vendor; provided, however, that such destruction shall occur only after: (a) Citizens Data has been returned to Citizens; and, (b) Citizens has acknowledged in writing to Vendor that Citizens has fully and adequately received the Citizens Data.
- 16.5. Notification of Anticipatory Breach. Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this Section 16, it will immediately notify Citizens Contract Administrator in writing of such inability and such inability on Vendor's part will serve as justification for the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part at any time after the inability becomes known to Citizens.
- 16.6. Remedies. Vendor acknowledges that breach of Vendor's obligation under this Section 16 may give rise to irreparable injury to Citizens and Citizens' customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Citizens may seek and obtain injunctive relief against the breach or threatened breach of any of the provisions of this Section 16, in addition to any other legal remedies which may be available, including, the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part.
- 16.7. The provisions of this Section shall survive the termination of this Agreement.
17. Miscellaneous.
- 17.1. Business Continuity and Disaster Recovery Strategy. Vendor shall have a viable, documented, effective and annually tested business continuity/disaster recovery strategy plan in place to mitigate the potential disruption of Services. Within thirty

(30) calendar days of execution of the Agreement, at its own cost and expense, Vendor shall provide to Citizens evidence and results of its tested business continuity/disaster recovery plan and annually thereafter by April 15th during the term of this Agreement.

- 17.2. Relationship of the Parties. Vendor is an independent contractor with no authority to contract for Citizens or in any way to bind or to commit Citizens to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Citizens. Under no circumstances shall Vendor or Vendor Staff hold itself out as or be considered an agent, employee, joint venturer, or partner of Citizens. In recognition of Vendor's status as an independent contractor, Citizens shall carry no Workers' Compensation insurance or any health or accident insurance to cover Vendor or Vendor Staff. Citizens shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Vendor nor Vendor Staff shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or retirement plan of Citizens.
- 17.3. Vendor Conflicts of Interests. Vendor must execute a Conflict of Interest Form as required by Citizens from time to time. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.
- 17.4. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
- 17.5. Convicted Vendor List. Vendor shall immediately notify Citizens' Contract Manager or designee in writing if it or any of its affiliates are placed on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government.
- 17.6. Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement. This includes: (a) registration and annual renewal of authority to transact business in the State of Florida (via www.sunbiz.org) or Vendor's annual written attestation that such authorization is not required; and, (b) maintaining all other necessary permits or licenses from federal, state, and local regulatory/licensing authorities.
- 17.7. Subcontracting. Vendor shall not enter into any subcontracts for the performance of the Services or assign or transfer any of its rights or obligations under this Agreement, without Citizens' prior written consent and any attempt to do so shall be void and without effect. Vendor's use of any subcontractors in the performance of the Services shall not relieve Vendor of any of its duties or obligations under this Agreement, and Vendor shall indemnify and hold Citizens harmless from any claims brought by any subcontractors against Citizens for payment required to be paid to any such subcontractors by the Vendor for the subcontractors' contribution to the provision of Services.

- 17.8. Severability. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 17.9. Headings. The sections and headings herein contained are for the purposes of identification only and shall not be considered as controlling in construing this Agreement.
- 17.10. Publicity: Use of Names and Logos. Vendor may use Citizens' name and logo in its marketing materials, website, and social media to indicate that it is a participating or contracted vendor for Citizens. However, Vendor may not in any way state, imply or infer that it holds a "preferred," "approved," "awarded," "selected," or otherwise special status with Citizens in any such materials. This prohibition includes, but is not limited to, the use of endorsements or quotes from Citizens officials, Citizens vendor scores, or any other Citizens-related materials that may directly or indirectly imply that Vendor enjoys a special or preferred status with Citizens. Citizens reserves the right to determine that its name and/or logo have been misused and to request that Vendor cease using its name and/or logo in any way it deems inappropriate. Failure to comply will result in corrective action, up to and including contract termination. Vendor may only use the approved Citizens logo, which may be obtained by sending a request via email to: newsroom@citizensfla.com.
- 17.11. Waiver. The delay or failure by a Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 17.12. Modification of Terms. Except as otherwise provided for herein, this Agreement may only be modified or amended upon a mutual written contract amendment signed by Citizens and Vendor or as otherwise permitted by this Agreement. Vendor may not unilaterally modify the terms of this Agreement in any manner such as by affixing additional terms to any Deliverable (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" or "click through" terms, whether written or electronic) or by incorporating such terms onto Vendor's order or fiscal forms or other documents forwarded by Vendor for payment and any such terms shall have no force or effect upon Citizens or this Agreement. Citizens' acceptance of any Service or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions or any conflicting terms and conditions.
- 17.13. Assignments. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each Party, but only as permitted under this Agreement. Each Party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement. Vendor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under this Agreement without the prior written consent of Citizens. In the event of any assignment, Vendor shall remain liable for performance of this Agreement unless Citizens expressly waives such liability. Citizens may assign this Agreement with prior written notice to Vendor of

its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Citizens.

- 17.14. Notice and Approval of Changes in Ownership. Because the award of this Agreement may have been predicated upon Vendor's ownership structure, Vendor agrees that any transfer of a substantial interest in Vendor by any of its owners shall require the provision of an intimation via written notice to Citizens. By execution of this Agreement, Vendor represents that it has no knowledge of any intent to transfer a substantial interest in Vendor. A substantial interest shall mean at least twenty-five percent (25%) of the voting shares or control over Vendor. This Section shall not apply to: (a) transfers occurring upon the incapacitation or death of an owner; (b) transfers associated with an initial public offering on a major stock exchange; or, (c) transfers to a company whose stock is publicly traded on a major stock exchange.
- 17.15. Assignment of Antitrust Claims. Vendor and Citizens recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the ultimate consumer. Therefore, Vendor hereby assigns to Citizens any and all claims under the antitrust laws of Florida or the United States for overcharges incurred in connection with this Agreement.
- 17.16. Force Majeure. Neither Party shall be responsible for delays or disruptions in performance if the cause of the delay or disruption was beyond that Party's reasonable control (or the reasonable control of its employees, subcontractors, or agents) to the extent not occasioned by the fault or negligence of the delayed or disrupted Party. In no case shall Vendor's labor matters, such as strikes or availability of subcontractors, if any, be considered a force majeure event. Further, this Section may not be invoked to excuse or delay Vendor's compliance with its obligations to protect Citizens Confidential Information or Citizens Data. To be excused from delays or disruptions hereunder, Vendor must promptly notify Citizens in writing of the delay or disruption. If the delay or disruption is justified, as solely determined by Citizen, Citizens will give Vendor a reasonable extension of time to perform; provided, however, that Citizens may elect to terminate this Agreement in whole or in part if Citizens determines, in its sole judgment, that such a delay or disruption will significantly impair the value of this Agreement to Citizens. THE FOREGOING EXTENSION OF TIME SHALL BE VENDOR'S SOLE REMEDY WITH RESPECT TO FORCE MAJEURE EVENTS. Vendor shall not be entitled to any increase in price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays or disruptions.

Because of the nature of Citizens' business, Citizens requires that Vendor take every reasonable measure to avoid or minimize any delay or disruption under this Section, including the timely activation of Vendor's business continuity and disaster recovery plans. Where Vendor fails to undertake such efforts, the delay or disruption shall be included in the determination of any service level achievement.

If a force majeure event results in a partial reduction in Vendor's capacity to serve its clients, Vendor agrees that Citizens will receive the same or better priority as Vendor's other clients with respect to the allocation of Vendor's resources.

- 17.17. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same Agreement. The Parties agree that a faxed or scanned signature

may substitute for and have the same legal effect as the original signature.

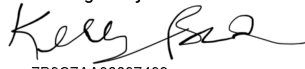
- 17.18. Public Records Addendum (“Addendum”). Vendor agrees that the Addendum attached hereto is hereby incorporated into this Agreement in order to address the public posting of this Agreement and its disclosure to third parties.
- 17.19. Entire Agreement. This Agreement, and any exhibits, schedules and attachments hereto, set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous proposals, agreements or understandings with respect to the subject matter hereof.

[Signature Page Follows]

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

**CITIZENS PROPERTY INSURANCE
CORPORATION:**

WIPRO LLC:

DocuSigned by:

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Signature

Kelly Booten


Print Name

Chief Operating officer

Title

6/28/2022

Date Signed

DocuSigned by:

32091D0BF3B7478...

Signature

James Adams

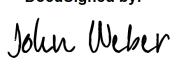
Print Name

Chief Claims officer

Title

6/28/2022

Date Signed

DocuSigned by:

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Signature

John weber

Print Name

Vice President

Title

6/27/2022

Date Signed

STATEMENT OF WORK NO. 1

This Statement of Work ("SOW") is attached and incorporated into the Agreement for Identity Governance Administration ("IGA"), Access Management ("AM"), And Related Products (the "Agreement"), between CITIZENS PROPERTY INSURANCE CORPORATION ("**Citizens**") and WIPRO LLC ("**Wipro**") and is made effective on the Effective Date of the Agreement. The Parties acknowledge and agree that the provisions of the Agreement shall apply to this SOW as though set forth herein in their entirety. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

Through the formal procurement process (ITN 21-0018), Citizens requested the following products and services from Wipro (collectively, the "Project"):

1. IGA and AM.
2. Implementation services.
3. Ongoing support services.
4. Related products and services.

Part A of this SOW will be an Assessment of the IGA and AM scope (the "Assessment") to prepare a mutually agreeable high level project plan for the implementation services ("Project Plan"). At no penalty to Citizens, at the conclusion of the Assessment, Citizens will have sole discretion to determine whether the Project will proceed, either in whole or in part, to Part B of this SOW. Should Citizens elect to proceed, in whole or in part, with Part B of this SOW, it will notify Wipro in writing of its election. Wipro acknowledges and agrees that, until Wipro is notified by Citizens in writing of Citizens' election to proceed with Part B of this SOW, Wipro: (1) will not begin any work on Part B of this SOW; and, (2) is not entitled to any fees or charges associated with Part B of this SOW. Part B of this SOW will be reevaluated after the Assessment is complete. Part B of this SOW may be amended as mutually agreed by the Parties to include the purchase, implementation, and support of SailPoint IdentityNow and related products as developed in this Assessment.

PART A: ASSESSMENT OF THE IGA AND AM SCOPE

1. **Summary of the Assessment.**

- 1.1. Part A of this SOW will commence on a mutually agreed-upon date by the Parties in writing; including any written agreed-upon date via e-mail. The end date for Part A of this SOW will be the earlier of: (i) the end of four (4) weeks from the start date; or, (ii) upon completion of the Services set forth in Part A of this SOW.

2. **Focus Area & Objective for the Assessment.**

- 2.1. The focus of the Assessment is:
 - 2.1.1. The IGA and AM (B2E, B2B and B2C) scope.
 - 2.1.1.1. Citizens will demonstrate to Wipro its critical applications and existing processes and functionality related to IGA and AM (e.g. provisioning and deprovisioning users) to ensure mutual understanding of how to implement and utilize the SailPoint and Azure products.
 - 2.1.2. Discussion of the migration plan for the integrations for IGA and AM.

- 2.1.3. Application profiling for fifty (50) IGA and seventy (70) Single Sign-On (“SSO”) integrations. IGA applications for the fifty (50) are a subset of seventy (70) applications indicated for SSO.
- 2.1.4. Implementation timeline and resource planning.
 - 2.1.4.1. Citizens and Wipro will collaboratively review Part B of the SOW to ensure the proposed Project Plan remains accurate, including but not limited to:
 - 1) implementation methodology and timeline;
 - 2) defined complexity of the application integration (i.e., simple, medium, and complex);
 - 3) critical tasks, milestones, and dependencies; and,
 - 4) responsibilities, assumptions and roles for Citizens and Wipro resources.
 - 2.1.4.2. Should Citizens elect to proceed with Part B of this SOW, the same may be amended, in part or in whole, by mutual agreement after the completion of Part A of the SOW.
- 2.1.5. Financial impact to the Project (as applicable). The Parties will work together in good faith with the understanding that Wipro provided, and Citizens accepted, a price for the Services including the Implementation services. The Parties are of the understanding that the goal is to achieve a successful Implementation at the price previously mutually agreed upon between the Parties.

3. Deliverables.

- 3.1. This Assessment will confirm, or amend as mutually agreed-upon, the scope of Part B of this SOW by establishing the following deliverables:
 - 3.1.1. completed application profiling of fifty (50) IGA and seventy (70) SSO integrations;
 - 3.1.2. mutually agreed scope for IGA and AM;
 - 3.1.3. documented list of activities to be performed by Wipro and Citizens; and,
 - 3.1.4. a mutually agreed a high-level Project Plan including, but not limited to, a project timeline and all deliverables for implementation of the Project.

4. Approach.

- 4.1. For IGA:
 - 4.1.1. The Parties will conduct workshops to identify the workflows for Wipro and Citizens to conduct the integration of the applications. The application types that Citizens primarily uses are described below.
 - 4.1.1.1. User Access Management (“UAM”) workflows (myService).
 - 4.1.1.2. myAgency (Salesforce) for agent onboarding.
 - 4.1.1.3. CAIS for vendor onboarding.
 - 4.1.1.4. Centerpoint the Human Resources system for onboarding.

- 4.2. For AM:
 - 4.2.1. The Parties will analyze, profile and categorize the authentication and migration of the application types.
 - 4.2.2. The Parties will define the identity migration strategy, Multi-Factor Authentication ("MFA") and authorization strategies for each of the application categories
- 4.3. The Parties will analyze, profile and categorize the provision and deprovisioning of the integrations to complete the Project.
- 4.4. Based on the identified list of activities the Parties will assess and develop the scope, timeline, and financial impact to the Project.

5. Assumptions.

- 5.1. The Parties shall each identify a single Point of Contact ("POC") at the beginning of the Assessment who shall be working throughout the duration of the engagement.
- 5.2. Wipro's POC and all Key Vendor Staff resources for this Part A are as follows:
 - 5.2.1. To be determined in communication to Citizens prior to kickoff of Part A.
- 5.3. Citizens' POC for the Assessment is as follows:
 - 5.3.1. Michael Talbot – Enterprise Program Manager
 michael.talbot@citizensfla.com
 727-422-4304

6. Price.

- 6.1. Part A will be completed for a flat fee of \$76,800.00, with a credit of \$38,400.00 for Citizens towards Part B of this SOW if Citizens elects to proceed with Part B of this SOW.
 - 6.1.1. The fee will be divided into two (2) equal instalments.
 - 6.1.1.1. The first instalment will be invoiced to Citizens on the Effective Date.
 - 6.1.1.2. If Citizens elects to not proceed with Part B of this SOW, the second instalment will be invoiced on the completion date for Part A. If Citizens elects to proceed with Part B, the credit of \$38,400.00 will be covered in Milestone 1 (Section 11 of Part B).
 - 6.1.2. If the Parties mutually agree that the SOW is completed before the four (4) week period ends, Citizens will pay the remaining total sum to Wipro.
- 6.2. The cost provided above is for a fixed capacity.
- 6.3. Payment terms will be as per the Agreement.
- 6.4. This SOW will be executed in a fully remote delivery model. No on-site work will be carried out or completed under this Part A.
- 6.5. The project will be executed in a fully onshore delivery model.

- 6.6. In case of termination of Part A of this SOW by Citizens, Citizens will be responsible for:
 - 6.6.1. Any fees owed to Wipro for any services rendered associated with Part A of this SOW.
 - 6.6.2. Any uncovered, amortized or deferred charges associated with Part A of this SOW.

PART B: IMPLEMENTATION OF IGA AND AM

1. Implementation Services.

The objective of Part B of this SOW is to provide the implementation services for the Identity and Access Management solution to Citizens. The Identity Governance and Administration (IGA) and Access Management (AM) solutions will be implemented and delivered using Sailpoint IdentityNow and Microsoft AzureAD as the underlying products respectively. The Part B of this SOW describes the elements of the implementation services that will be provided by Wipro to Citizens. Where Citizens elects to proceed with Part B in part or in whole, this Part B and the payment amounts will be amended accordingly.

2. Scope of Activities.

- 2.1. Identity Governance & Administration (IGA) Implementation.
 - 2.1.1. Detailed design, Use Case & Test Case documentation.
 - 2.1.2. Requirement analysis and specification.
 - 2.1.3. Use case and test case definition.
- 2.2. Deployment.
 - 2.2.1. Provision Sailpoint IDN tenant.
 - 2.2.2. Deployment of connector server and IQService.
 - 2.2.3. Branding.
 - 2.2.4. Single sign on (SSO) configuration.
 - 2.2.5. Configure email notification templates.
- 2.3. Environment is scope (Prod and Non-Prod).
- 2.4. Application On-boarding.
 - 2.4.1. Fifty (50) applications (connected and disconnected) will be integrated to support following use cases:
 - 2.4.1.1. Identity life cycle management for B2E and B2B users.
 - 2.4.1.2. Entitlement management.
 - 2.4.1.3. Access Certification configuration (Manager, entitlement owner certification).
 - 2.4.1.4. Fulfilment (Provisioning) via automated connectors and service tickets.
 - 2.4.1.5. Policy & Role Management.
 - 2.4.1.6. Password Management.
 - 2.4.1.7. Auditing.

2.4.1.8. Reporting and analytics.

3. **Access Management (AM) Implementation.**

- 3.1. Requirement Analysis and specification documentation.
- 3.2. Detailed design, Use case & Test Case documentation.
- 3.3. Deployment.
 - 3.3.1. Configure email notification templates.
 - 3.3.2. Total of seventy (70) application integration.
 - 3.3.3. MFA policies and implementation for in-scope apps.
- 3.4. AzureAD Access Management services for B2E and B2B users.
 - 3.4.1. Password management configuration.
 - 3.4.2. Out of the box Reporting.
 - 3.4.3. Single sign on configuration.
- 3.5. AzureAD B2C configuration for Policy Holder Users.
 - 3.5.1. AzureAD B2C tenant provisioning.
 - 3.5.2. Configuration of user self-registration.
 - 3.5.3. Configuration of user password management using AzureAD B2C.
 - 3.5.4. Integration of AzureAD B2C with social login providers.
- 3.6. Perform Unit Testing, System integration Testing, Post-production Validation (Sanity) Testing.
- 3.7. UAT support.
- 3.8. Bug fixing and warranty support.
- 3.9. Audit Reporting and Analytics configuration.

4. **Warranty and Transition Support.**

- 4.1. Warranty support.
 - 4.1.1. As part of the services delivered by Wipro for this project, Wipro will provide ninety (90) days of warranty support.
- 4.2. Transition Support.
 - 4.2.1. Wipro will provide eight (8) weeks of transition support post the 1st go-live of the IGA and AM systems.
 - 4.2.2. All successive deployments and go-live of incremental features and applications will be transitioned to the steady state support team in a seamless manner.

5. Key Milestones and Deliverables.

Following table describes the delivery milestones for this engagement.

Milestone ID	Delivery Milestones	Phase	Estimated Phase Duration	Estimated Milestone Completion Date	Gating Criteria/ Deliverables
DM 0	Milestone 0	IAM Assessment	4 Weeks	TBD	Assessment deliverables from section 3 (Part A)
DM 1	Milestone 1	Planning	TBD	TBD	Approval of Milestone 0 Detailed Project Plan signoff
DM2	Milestone 2	Requirement Specification	TBD	TBD	Requirement specification document signoff (IGA and AM)
DM3	Milestone 3	Detailed Design	TBD	TBD	Detailed design document signoff (IGA and AM)
DM4	Milestone 4	Deployment	TBD	TBD	Sailpoint IGA live in production with 10 applications AzureAD AM live in production with 15 application
DM5	Milestone 5	App onboarding wave 1	TBD	TBD	11 apps onboarded to IGA 15 apps onboarded to AzureAD
DM6	Milestone 6	App onboarding wave 2	TBD	TBD	11 apps onboarded to IGA 15 apps onboarded to AzureAD
DM7	Milestone 7	App onboarding wave 3	TBD	TBD	11 apps onboarded to IGA 15 apps onboarded to AzureAD
DM8	Milestone 8	App onboarding wave 4	TBD	TBD	7 apps onboarded to IGA 10 apps onboarded to AzureAD

DM9	Milestone 9	Warranty and Transition	TBD	TBD	Transition checklist and Project Completion signoff
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*The dates listed above corresponding to each milestone remain Estimated Dates.

6. **Out of Scope.**

- 6.1. Any additional requirement not explicitly listed in the in-scope activities is considered as out of scope for this project, including but not limited to:
 - 6.1.1. Any functionalities that are not supported by SailPoint IDN and AzureAD out-of-box, are considered out of scope for this implementation.
 - 6.1.2. Native development or configuration change for target platforms/applications.
 - 6.1.3. Existing user data enrichment and/or clean-up.
 - 6.1.4. Any kind of penetration and performance testing.
 - 6.1.5. Procurement and setup of Hardware, Virtual Infrastructure & operating system.
 - 6.1.6. Any product or connector level customization.
 - 6.1.7. SailPoint IDN platform will offer access governance for internal employees across fifty (50) enterprise applications, and customer identities (policy holders) remain outside the scope for Identity Management.
 - 6.1.8. As part of IGA solution, Role Engineering remain out of scope.
 - 6.1.9. Existing user data enrichment and/or clean-up.
 - 6.1.10. Adhoc access certification configuration due to user profile (location, manager, department etc) changes.
 - 6.1.11. MFA with NPS extension is out of scope as this would require custom development for NPS to integrate with Azure AD
 - 6.1.12. Data mining, data discovery and cleansing in target application is considered out of scope.
 - 6.1.13. AzureAD license procurement.
 - 6.1.14. AAD connect setup.
 - 6.1.15. Hardware token for AzureAD MFA will be out of scope.
 - 6.1.16. Any customization in AzureAD or AzureAD B2C reporting and SIEM integration will be out of scope.
 - 6.1.17. Native development or configuration change for target platforms/applications.

6.1.18. UI customization, Out of the Box messages and email templates as per customer need. This is not supported at the tool level.

6.1.19. Bean shell rules deployments on tenants. This is a SailPoint expert services task which has an associated cost.

6.1.20. Procurement and setup of Hardware, Virtual Infrastructure & operating system.

6.1.21. Procurement of third-party software licenses for the engagement. Any product level customization

6.1.22. Change management process for the deployment of services to production environment.

7. Assumptions.

7.1. Citizens shall identify a single point of contact (SPOC) at the beginning of the engagement who shall be working with Wipro throughout the duration of the engagement.

7.2. Citizens shall plan for availability of the in-scope applications stakeholders and SMEs for workshops or interviews (as required).

7.3. The respective target application owners within mutually agreed timelines will carry out any change in the target application that may be required for integration.

7.4. Application owners will be identified prior to the engagement and their contact details will be provided to Wipro project team before the project start. Citizens is deemed to provide required technical personnel from application team as per project requirements (including integration, verification, troubleshooting).

7.5. Impact of target platform/application upgrade on proposed solution has not been factored within the effort estimates. If any change occurs in the target application, Wipro and Citizens will analyse the impact and will incorporate the change via Change Request ("CR").

7.6. Even though multiple languages are supported by the SailPoint IdentityNow tool the current scope will only include English Language configuration.

7.7. Wipro will not be responsible or be penalized for any delays due to Citizens or delays attributed to any of the Citizens enlisted vendors/partners. Impact of delays on schedule, resource, cost, effort should be agreed between Wipro and Citizens via a CR.

7.8. Any delay in timelines due to Citizens change freeze/long holidays will be covered with a mutually agreed CR.

7.9. The following application integration complexity is being considered for IGA using Sailpoint:

7.9.1. Simple: seventy percent (70%).

7.9.2. Medium: twenty percent (20%).

7.9.3. Complex: ten percent (10%).

7.10. Complexity of the application defined are as follows:

- 7.10.1. Simple.
 - 7.10.1.1. Out of Box Adapter available for integration.
 - 7.10.1.2. Flat file and CSV based connectors.
 - 7.10.1.3. No external complexity.
 - 7.10.1.4. AD, LDAP.
- 7.10.2. Medium.
 - 7.10.2.1. SaaS based connectors.
- 7.10.3. Complex.
 - 7.10.3.1. DB - based connectors.
 - 7.10.3.2. API/SCIM Based connectors.
 - 7.10.3.3. Approval Framework with out of box connector.
- 7.11. All in-scope applications have at least two (2) environments (Non-Prod and Prod) to integrate with Sailpoint IDN and AzureAD.
- 7.12. Review, approval or sign-off on deliverables from Citizens shall be provided within three (3) business days from the time of submission by Wipro.
- 7.13. The deliverables shall be deemed accepted if no response is received within three (3) business days upon delivery.
- 7.14. Wipro will not be penalized for delays in project deliverables because of Infrastructure / Firewall / Service account related issues or any issue not in Wipro's control.
- 7.15. It is assumed that Citizens will perform the UAT within the stipulated period. Any UAT delay impacting the original integration timeline will be discussed with (customer name) and it will be extended via a separate change order.
- 7.16. The product specific bugs will be resolved by product vendor and Wipro to assist in co-ordination.
- 7.17. Two (2) environments (Production and Non-Production) have been considered for this implementation.
- 7.18. The following application integration complexity is being considered for SSO using AzureAD B2X :
 - 7.18.1. Simple: seventy percent (70%).
 - 7.18.2. Medium: twenty percent (20%).
 - 7.18.3. Complex: ten percent (10%).
- 7.19. Complexity of the application defined are as follows:
 - 7.19.1. Simple.
 - 7.19.1.1. All SAML based integrations with default claims and without role based authorization.
 - 7.19.1.2. Oauth based integrations with implicit mode without any custom scope, role based authorization.
 - 7.19.2. Medium.
 - 7.19.2.1. All Oauth and OIDC based integrations except implicit.
 - 7.19.2.2. SAML based integrations with custom claims and role based authorization.
 - 7.19.3. Complex.
 - 7.19.3.1. Legacy/Header based Integrations.

- 7.19.3.2. Pass through Authentication.
- 7.19.3.3. IWA integration.
- 7.19.4. AzureAD licenses are already acquired by Citizens.
- 7.19.5. Identity Threat analysis and monitoring capabilities of AzureAD is available with O365 P2 license.
- 7.19.6. Citizens will provide the data for the application prioritization for onboarding on to AzureAD.
- 7.19.7. Target application evaluation will not be part of IAM Assessment.
- 7.19.8. Applications which are in scope of AzureAD onboarding are compliant to modern SSO protocol.
- 7.19.9. Internal and external users are already on-boarded on Azure AD and AAD setup is completed.
- 7.19.10. Citizens shall abide by all the applicable product specific terms and other terms and conditions of SailPoint's SaaS Agreement available at: <https://www.sailpoint.com/legal/customer-agreements/>, or any other set of terms and conditions (pre-existing or otherwise) as mutually agreed to between SailPoint and Citizens.

8. **General Dependencies.**

The detailed dependency list and their availability dates for Wipro will be provided at the beginning of the engagement and monitored and reviewed with Citizens Project Manager every week during the project status review meeting. However, the following dependencies are seen by Wipro, as of date. Any deviation to these dependencies / schedule may have an impact on cost and timelines and will be made through a CR.

- 8.1. Sailpoint IdentityNow (Sailpoint IDN) licenses are acquired and are available for use.
 - 8.1.1. Specific details about Sailpoint IdentityNow subscription (including: SKU level details) are listed within SailPoint IdentityNow Subscription – Bill of Material (BOM).
- 8.2. AzureAD licenses are already acquired by Citizens.
- 8.3. The Citizens SPOC will ensure the relevant stakeholder's availability as per the dependencies projected by Wipro at the beginning of the engagement
- 8.4. Target Applications which will be on-boarded should have non-Production environment which will be leveraged by Wipro team for System Integration System purpose
- 8.5. Timely resolution (not more than five (5) days) of internal conflicts and escalations for finalizing the requirements.
- 8.6. Citizens to provide necessary process & technical documentation on applications to be integrated with the IAM solution.
- 8.7. Citizens to plan for availability of Application Stakeholders and SMEs for workshops or interviews (as required).
- 8.8. Citizens to be responsible for the user acceptance test cases, and user acceptance testing.

- 8.9. Any vendor product compatibility issues arising out of application server, virtual machine & database systems shall be owned and resolved by Citizens.
- 8.10. Communication to End Users and Application Teams as necessary to be performed by Citizens.
- 8.11. Notwithstanding anything in the SoW to the contrary, Wipro shall provide a preliminary draft of each Deliverable identified in the table in Section 2B above to the approver(s) identified therefor to give Citizens a reasonable opportunity to comment on the draft. The approver(s) will have up to two (2) business days to review and accept or comment on the draft. If an approver has any concerns with a draft, they shall promptly provide their comments to Wipro and Wipro and Citizens shall meet, either by phone or electronic communication, to discuss and resolve such concerns within five (5) business days following Wipro's receipt of such comments unless a different resolution time is mutually agreed upon by Wipro and Citizens.
- 8.12. Citizens will provide the required access to all in-scope applications / environments for all resources.
- 8.13. Service Account for all Target Application to be Integrated to be provided by Citizens along with required infrastructure details (if need be).

Below table describes the expectations from Citizens team resulting into Key Dependencies across multiple phases of the project.

Citizens Role	Citizens Responsibility Key Dependencies	Project Phase or Activities	Estimated Involvement
Program Manager	<ul style="list-style-type: none"> Overall program governance Escalation management Logistics and stakeholder management Communications Management 	<ul style="list-style-type: none"> All Phases 	<ul style="list-style-type: none"> 100% up to Detailed Design Phase 50% during all other phases
Application Owner(s)	<ul style="list-style-type: none"> Application specific use case, workflow, email template identification and execution signoff Application level configuration changes UAT signoff 	<ul style="list-style-type: none"> Design Application onboarding UAT Support 	<ul style="list-style-type: none"> As requested by the Program Manager up to Detailed Design Phase 25% during the Application Onboarding Phase for their specific application
Business User(s)	<ul style="list-style-type: none"> Use case identification, review and UAT signoff 	<ul style="list-style-type: none"> Design UAT Support 	<ul style="list-style-type: none"> As requested by the Program Manager up to Detailed Design Phase 25% during the Application Onboarding Phase for their specific application
IAM Functional Lead	<ul style="list-style-type: none"> Solution design review and signoff 	<ul style="list-style-type: none"> Design 	<ul style="list-style-type: none"> 100% up to Detailed Design Phase 50% during all other phases

ServiceNow SME(s)	<ul style="list-style-type: none"> • Identification of use cases and workflow for publishing ServiceNow catalog • Configuration changes for ServiceNow integration (all modules) • UAT Signoff 	<ul style="list-style-type: none"> • Deployment - ServiceNow ServiceDesk and Catalog connector 	<ul style="list-style-type: none"> • As requested by Program Manager during the ServiceNow Integration phase
Network & Security Team	<ul style="list-style-type: none"> • Review and approve deployment architecture • Review and approve security controls 	<ul style="list-style-type: none"> • All Phases 	<ul style="list-style-type: none"> • As requested by the Program Manager across all phases
Contract Manager	<ul style="list-style-type: none"> • Review and approve invoices and payments • Participate in governance meetings • Change Management 	<ul style="list-style-type: none"> • All Phases 	<ul style="list-style-type: none"> • 10% across all phases
CTO	<ul style="list-style-type: none"> • Review and approve achievement of milestones • Escalation Management 	<ul style="list-style-type: none"> • All Phases 	<ul style="list-style-type: none"> • 5% across all phases

9. Third Party Software Product, Equipment, and Contracts.

The following Third-Party Software Product, Equipment and Contracts (a.k.a. SailPoint IdentityNow Platform) is approved by Citizens for use in performing services under this SOW. In addition:

- 9.1. Wipro will be dependent on Citizens to procure SailPoint IdentityNow Platform aligned to following agreed Bill of Material (BOM).
- 9.2. Upon procurement of this BOM, Wipro will provide services such as: project kick-off, platform configuration, implementation and application onboarding, followed by any Pilot or Rollout activities.
- 9.3. SailPoint IdentityNow Subscription – Bill of Material (BOM):

SailPoint IdentityNow Platform						
(Third Party Software Product Requirement – SKU, Quantity, and Estimated Subscription Period)						
Sr. No.	SKU	Part Description	Quantity	Term	Start Date (Estimated)	End Date (Estimated)
1.	IDN-CM-12-BU	IdentityNow Compliance Manager - Price per Business Partner Identity Cube	50,000	Subscription	TBD	TBD
2.	IDN-CM-12-IU	IdentityNow Compliance Manager - Price per Internal Identity Cube	1,500	Subscription	TBD	TBD
3.	IDN-LCM-12-BU	IdentityNow Lifecycle Manager - Price per Business Partner Identity Cube	50,000	Subscription	TBD	TBD
4.	IDN-LCM-12-IU	IdentityNow Lifecycle Manager - Price per Internal Identity Cube	1,500	Subscription	TBD	TBD
5.	IDN-SETUP	IdentityNow Setup Service	1	Set-up Fee (Onetime)	TBD	TBD

6.	PS-TRNG-CREDIT	Training Credit - Hourly SailPoint Technologies, Inc.	100	Set-up Fee (Onetime)	TBD	TBD
7.	IDN-PM-12-BU	IdentityNow Password Manager - Price per Business Partner Identity Cube	1,500	Subscription	TBD	TBD
8.	IDN-PM-12-IU	IdentityNow Password Manager - Price per Internal Identity Cube	50,000	Subscription	TBD	TBD
	IDN-PM-12-BU and IDN-PM-12-IU	IdentityNow Password Manager - Internal & Business Partner Identity Cubes	51,500	Subscription	TBD	TBD
9.	AI-AXI-12	SailPoint Access Insights - Tier 1 (Up to 5,000 Identity Cubes)	1	Subscription	TBD	TBD
10.	AI-AXM-12	SailPoint Access Modeling - Tier 1 (Up to 5,000 Identity Cubes)	1	Subscription	TBD	TBD
11.	AI-REC-12	SailPoint Recommendation Engine - Tier 1 (Up to 5,000 Identity Cubes)	1	Subscription	TBD	TBD
12.	IDN-SDIM-SVM-12	ServiceNow Service Desk Advance Int. Connector - Tier 1 (Up to 5,000 User)	1	Subscription	TBD	TBD
13.	IDN-SCIM-SVM-12	ServiceNow Service Catalog Advance Int. Connector - Tier 1 (Up to 5,000 User)	1	Subscription	TBD	TBD
14.	PS-IDN-AXI-SETUP	Access Insights for IdentityNow Setup Fee (40 hours)	1	Set-up Fee (Onetime)	TBD	TBD
15.	PS-IDN-AXM-SETUP	Access Modeling for IdentityNow Setup Fee (40 hours)	1	Set-up Fee (Onetime)	TBD	TBD
16.	PS-IDN-REC-SETUP	Recommendation Engine for IdentityNow Setup Fee (20 hours)	1	Set-up Fee (Onetime)	TBD	TBD

10. RACI Matrix.

The following responsibility matrix describes various activities during the engagement and the parties who will perform various roles to accomplish those activities.

10.1. The “R” indicates which organization is responsible to perform the specific activity.

10.2. The “A” indicates a single Accountable role.

10.3. The “C” indicates a mandatory Consults type of role.

10.4. An “I” indicates Informed only.

Activity	Wipro	Citizens	Microsoft/ SailPoint
Project Management and vendor management	C, I	R, A	
Design & Architecture of the IGA solution	R, C	A	I
Design of Schema, Workflow, business logic, UI requirements	R, I	C, A	
High Level and Detailed design Documentation	R, A	C, I	
IGA build, Integration with target Applications	R, A	C, I	
System Integration Testing	R, A	C, I	
Deployment, solution integration in QA and Prod	R, A	C, I	
Coordination on availability of Application Owners	C, I	R, A	
Performing UAT and Performance Testing	C, I	R, A	
Network Connectivity	C, I	R, A	
Application cutover in production and troubleshooting	R, A	C, I	
ITIL - Change Management process for application cutovers	C, I	R, A	
Communications to end users	C, I	R, A	
Handover Support	R, A	C, I	
SaaS Product Defect and bug fixing	C	I	R, A
SaaS product support, patching, upgrades	C	I	R, A
Cloud platform (infrastructure) support, patching and upgrades	C	I	R, A

11. Commercial & Payment Milestone.**11.1. Payment Milestone.**

Milestone ID	Milestones	Milestone Description	Payment %	Payment Amount (USD)
PM 1	Milestone 1	On Citizens' acceptance of Delivery Milestone 2 (DM2) (For the avoidance of doubt, the credit of USD 38,400, if applicable, as mentioned under Section 6.1, shall be utilized against the value mentioned herein)	10%	238,400.00
PM 2	Milestone 2	On Citizens' acceptance of Delivery Milestone 3 (DM3)	10%	200,000.00
PM 3	Milestone 3	On Citizens' acceptance of Delivery Milestone 4 (DM4)	10%	200,000.00
PM 4	Milestone 4	On Citizens' acceptance of Delivery Milestone 5 (DM5)	10%	200,000.00
PM 5	Milestone 5	On Citizens' acceptance of Delivery Milestone 6 (DM6)	10%	200,000.00
PM 6	Milestone 6	On Citizens' acceptance of Delivery Milestone 7 (DM7)	10%	200,000.00
PM 7	Milestone 7	On Citizens' acceptance of Delivery Milestone 8 (DM8)	20%	400,000.00
PM 8	Milestone 8	On Citizens' acceptance of Delivery Milestone 9 (DM9)	20%	400,000.00

Note: Each Delivery Milestones are described in this SOW.

12. Pricing Terms and Conditions.

- 12.1. The payment milestones listed above are applicable for Part B of this SOW.
- 12.2. The cost provided above is a Fixed Price USD cost only and exclusive of taxes.
- 12.3. Complexity of the applications considered are as follows:
 - 12.3.1. Simple= seventy percent (70%)
 - 12.3.2. Medium = twenty percent (20%)
 - 12.3.3. Complex = ten percent (10%)
- 12.4. The project will be executed in a fully onshore delivery model.
- 12.5. With any enhancement / change in the scope items getting added or scope items getting removed, the effort would be re-evaluated, and the resource loading would

be re-assessed and any additional resources, if required, would be added, or removed via the Change Management process.

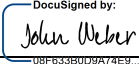

- 12.6. In case of termination of this Part B SOW, Citizens will be responsible for:
 - 12.6.1. Any fees owed to Wipro for any services rendered under Part B of this SOW.
 - 12.6.2. The credit of \$38,400.00 will be paid back to Wipro.
 - 12.6.3. Fees against all the milestones accepted by Citizens falling due until the effective date of termination.
 - 12.6.4. Any uncovered, amortized or deferred charges.
- 12.7. Payment terms will be as per the Agreement.

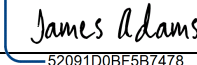
13. Definitions.

- 13.1. "SaaS Services" means the specific SailPoint internet-accessible software-as-a-service(s) offering(s) identified in an Order and hosted by SailPoint, its affiliates or service providers and made available to Customer over a network on a term-use basis.
- 13.2. "Services" means the SaaS Services, SaaS Support, and Other Services.
- 13.3. "Term" means that period(s) specified in an Order during which Customer will have access to and use of the SaaS Services, as the same may be renewed or extended in accordance with the applicable Order.
- 13.4. "User" means an employee or independent contractor of Customer or other Identity Cube user that Customer authorizes to use the SaaS Services on Customer's behalf.

14. Authorized Signatories.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized officers, have executed this Work Order to the Agreement as of the Effective Date designated above.

Service Provider		Client	
By:	Wipro LLC	By:	Citizens Property Insurance Corporation
Name:	 <small>DocuSigned by: 08FB33B0D9A74E9...</small>	Name:	 <small>DocuSigned by: 7B9C7AA80097483...</small>
Title:	Vice President	Title:	Chief operating officer
Date:	6/27/2022	Date:	6/28/2022

Client	
By:	Citizens Property Insurance Corporation
Name:	 <small>DocuSigned by: 52091D0BF5B7478...</small>
Title:	Chief claims officer
Date:	6/28/2022

ADDENDUM 1 PUBLIC RECORDS ADDENDUM (“ADDENDUM”)

Company Name (“Vendor”): Wipro LLC
Agreement Name/Number (“Agreement”): Agreement for Identity Governance Administration (IGA), Access Management (AM), and Related Products / 22-21-0018-01
Primary Vendor Contact Name: Barker Harrison
Telephone: 703-859-2811
Email: barker.harrison@wipro.com

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

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

- (1) **A copy of the Agreement in PDF format with the Redacted Information removed (the “Redacted Agreement”); and,**
- (2) **A dated statement on Vendor’s letterhead in PDF format clearly identifying the legal basis for Vendor’s redaction of the Redacted Information (the “Redaction Justification”).**

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

<u>Vendor Declaration:</u>
<input 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.