



AGREEMENT FOR CONTINGENT STAFFING SERVICES

This Agreement ("Agreement") is between CITIZENS PROPERTY INSURANCE CORPORATION ("**Citizens**"), a legislatively created Florida governmental entity, having its principal place of business at 2312 Killearn Center Boulevard, Tallahassee, Florida 32309, and VCARVE, INC. ("**Vendor**") having its principal place of business at 1832 Capital Circle Northeast, Suite 3, Tallahassee, Florida 32308. Citizens and Vendor shall each be known as a "Party," and collectively shall be known as the "Parties."

Recitals

On June 15, 2015, Citizens issued a Request for Proposal No. 15-0019 for Contingent Staffing Services (the "Solicitation"). Vendor's response to the Solicitation was accepted by Citizens, subject to the terms set forth in this Agreement.

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

Terms of Agreement

- 1. Definitions.** As used in this Agreement, the following terms have the following meanings:
- 1.1 Access – means to approach, walk through, communicate with, store material in, retrieve material from, or otherwise make use of any property, be it tangible, intangible, real, owned by or in the custody of Citizens. This Access can either be Direct Access meaning Access under the authority of this Contract or Indirect Access meaning Access, with or without authority under general law or this Contract, achieved as a result of Direct Access;
 - 1.2 Assignment – means the placement of a Contingent Worker with Citizens to perform services as requested by a valid Work Order which includes the actual services the Contingent Worker will be or is performing as a result of a valid Work Order;
 - 1.3 Catastrophic Event – means a natural or unnatural event occurring at any time in which Citizens receives or anticipates receiving no less than 500 claims, or which Citizens otherwise determines is a Catastrophe;
 - 1.4 Citizens Confidential Information – means all information, data, and documentation, whether marked as confidential or not, disclosed to Vendor in the course of this Agreement that is either: (a) 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.); (b) private information concerning Citizens' employees or policyholders (including social security numbers, personal health information, personal credit information, banking information, drivers' license numbers, personal email addresses, personal phone numbers, and home addresses); or, (c) 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, data or documentation that: (a) is publicly available through no fault of Vendor or Vendor Staff; or, (b) Vendor developed independently without relying in any way on Citizens Confidential Information;

- 1.5 Contingent Staffing – means the overall provision of flexible, temporary staff support provided by Vendor to meet specific business needs for either short or long term assignments at Citizens Property Insurance Corporation;
- 1.6 Contingent Worker – means the individual or individuals provided by Vendor(s) who are performing services as requested and detailed in the Work Order and that are NOT employees of Citizens;
- 1.7 Conversion – means the transition of a Contingent Worker to a Citizens Employee;
- 1.8 Deliverable(s) – means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement;
- 1.9 Effective Date – means the date agreed to or on which the last Party executes this Agreement;
- 1.10 First Day Satisfaction Survey – means the initial Quality Check between Vendor and Citizens Contract Manager surrounding details of Contingent Worker's first day on Assignment;
- 1.11 Proposal – means all materials submitted by the Vendor pursuant to the solicitation instructions;
- 1.12 Quality Check(s) – means the review(s) by the Vendor of a Contingent Worker or Vendor Staff on Assignment as defined in Section 3.6 below;
- 1.13 Rush Order – means a Work Order issued by Citizens for Contingent Worker(s) that are needed for an Assignment that day, or the next day;
- 1.14 Services – means all Services and Deliverables to be provided by Vendor to Citizens under this Agreement. If any Service or Deliverable is not specifically described in this Agreement but is necessary for the proper performance and provisioning of the Services, that Service or Deliverable shall be included within the definition of the Services to the same extent and in the same manner as if specifically described herein;
- 1.15 System – means severally or collectively, Citizens' computer systems, or any other such proprietary systems, including user documentation, on-line documentation and all access security codes as the context may provide;
- 1.16 Term Contract – means an indefinite quantity contract to furnish commodities or contractual services during a defined period;
- 1.17 Work Order or Order – means a valid formal request for temporary Services that is issued by Citizens' Contract Manager or designee pursuant to the terms of this

Contract;

- 1.18 Vendor – means the entity that provided a proposal to this solicitation which resulted in this signed Agreement;
- 1.19 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;
- 1.20 Work Product – means each Deliverable including any drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, material, negative, report, finding, recommendation, data and memorandum of every description, provided or prepared with the Deliverable 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 five (5) years. This is a multiple award Term Contract resulting in multiple Vendors qualified and eligible to receive Work Orders. As a Term Contract, there is no actual or implied guarantee of any Assignment(s) from Citizens as a result of this Agreement. Vendor may or may not receive any Work Orders under this Agreement. Placement of Work Orders remains in the sole discretion of Citizens.
- 2.2. Renewals. This Agreement may be renewed for five (5), one (1) year renewal periods either: (a) by Citizens, at its discretion upon ninety (90) 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 written amendments signed by the Parties. The combined renewals shall not exceed the original term of this Agreement.

3. Services; Service Requirements.

- 3.1. Pre-Assignment Background Screening. Except as specifically exempted in this Contract, and in addition to any Background Screening, as detailed below in Section 3.3, which will be required by the Vendor as a condition of employment, the Vendor warrants that it will conduct, prior to Direct or Indirect Access, a background screening of, or ensure that such a screening is conducted for any Contingent Worker, whether natural or legal status, with Direct or Indirect Access as a result of Vendor having Direct or Indirect Access, including each of its employees, subcontractors, subcontractor personnel, independent contractors, leased employees, volunteers, licensees or other Vendor Staff.
- 3.2. The Vendor is responsible for any and all costs and expenses in obtaining and maintaining the background screening information for each Contingent Worker described above. The Vendor shall maintain a copy of the documentation of the background screening completed on each Contingent Worker or Vendor Staff. The Vendor shall abide by all applicable laws, rules and regulations including, but not limited to the Fair Credit Reporting Act and/or any equal opportunity laws, rules, regulations or ordinances.
- 3.3. Background Screening Requirements. The minimum background check process shall include:

- 3.3.1. A check of the following through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:
 - 3.3.1.1. Social Security Number Trace; and
 - 3.3.1.2. Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available).
- 3.3.2. Before allowing Access, if it is determined that a Contingent Worker or Vendor Staff has a criminal "Conviction" (misdemeanor or felony) regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last ten (10) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Vendor is required to not allow that individual Direct or Indirect Access until the requirements of section 3.3.3 have been met. The Potentially Disqualifying Offenses are crimes (in any jurisdiction within and/ or outside of the United States of America) where the nature of the criminal activity is such that a reasonable Vendor would agree that the Contingent Worker's employment would create a risk of injury, loss, or damage to people and/or property of Citizens. Examples of these types of Potentially Disqualifying Offenses or crimes include, but may not be limited to, the following:
 - 3.3.2.1. All Felony Convictions;
 - 3.3.2.2. Burglary/Robbery;
 - 3.3.2.3. Aggravated assault;
 - 3.3.2.4. Sexual Battery;
 - 3.3.2.5. Kidnapping/False imprisonment;
 - 3.3.2.6. Identity theft;
 - 3.3.2.7. Murder/Manslaughter/Theft;
 - 3.3.2.8. All misdemeanor Convictions involving intentional injury or loss, to person or property;
 - 3.3.2.9. All misdemeanor Convictions involving endangerment to others while under the influence of alcohol or other substances; and
- 3.3.3. If the Vendor finds a Potentially Disqualifying Offense for a Contingent Worker within the last ten (10) years from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Contingent Worker should have Access. The Vendor shall consider the following factors in making the determination: a.) nature and gravity of the offense, b.) the amount of time that lapsed since the offense, c.) the rehabilitation efforts of the Contingent Worker, and d.) relevancy of the offense to the Contingent Worker's Direct or Indirect Access. During the process of collecting the information and making a decision, the Vendor shall not allow the Contingent Worker to have Access until the Citizens' Contract Manager, as identified in Section 11.2, concurs with the decision to allow Access.

- 3.3.4. The Vendor shall ensure that all Contingent Worker(s) on Assignment have a responsibility to self-report to the Vendor, within three (3) calendar days, any criminal activity of a nature that a reasonable Vendor would agree that the Contingent Worker's continued employment would create a risk of injury, loss, or damage to people and/or property of Citizens. The Vendor shall notify the Contract Manager, within twenty-four (24) hours of receipt of knowledge of any Potentially Disqualifying Offense and all details concerning any report of same. The Vendor shall immediately assess whether to disallow that Contingent Worker Access until such time as the criminal activity is no longer pending. The Vendor shall consider the following factors in making the determination: a.) the nature and gravity of the offense and, b.) the relevancy of the offense to the Contingent Worker's Direct or Indirect Access.
- 3.3.5. The Vendor shall ensure that all Contingent Worker(s) on Assignment have a responsibility to self-report within three (3) calendar days to the Vendor any updated court disposition of any Potentially Disqualifying Offense regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Vendor shall immediately reassess whether to disallow that Contingent Worker Access. Additionally, the Vendor shall require that the Contingent Worker complete an annual certification that they have not received any additional criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) and shall maintain that certification in the employment file.
- 3.3.6. The Vendor is required to submit a written report to Citizens within fifteen (15) days from the end of each month listing those Contingent Worker(s) who have been screened, those Contingent Worker with documented criminal activity such that a reasonable Vendor would agree that the Contingent Worker's employment would create a risk of injury, loss, or damage to people and/or property of Citizens who have been removed from having Access, and those Contingent Worker with adjudications for Potentially Disqualifying Offenses that the Vendor has allowed to continue having Access through the process described in 3.3.2 above. The monthly reporting by the Vendor shall at a minimum include the following:
- name of the Contingent Worker;
 - the title of the Contingent Worker position;
 - a description of the job;
 - the name of and date of the Potentially Disqualifying Offense;
 - whether or not the Contingent Worker continues to have Access (see Section 3.3.3 above)
 - if the Contingent Worker continues to have Access, the reason for that decision.

The Vendor shall also include in the monthly report a list of those Contingent Worker(s) who have reported criminal activity such that a reasonable Vendor would agree that the Contingent Worker's employment would create a risk of injury, loss, or damage to people and/or property of Citizens as well as providing an update on the status of

the court's proceedings and ultimate disposition (see 3.3.5 above) for all Contingent Worker included on the monthly report.

- 3.3.7. During a Catastrophic event, Citizens may, at its sole discretion, allow a Contingent Worker to begin an Assignment while the results of the background screening are still pending. However, if the background investigation results are obtained and do not meet Citizens' minimum requirements, Citizens reserves the right to require the Vendor to immediately remove the Contingent Worker and Vendor may be required to provide an immediate replacement Contingent Worker.

- 3.4. Pre-Assignment Requirements. The Vendor shall conduct a review of Citizens' policies, orientation and placement review with each Contingent Worker prior to commencement of an Assignment with Citizens. For the most up to date policies and guidance Vendor will utilize the "Citizens Reference Guide for Staffing Vendors" as currently in effect and amended in the future. (<https://www.citizensfla.com/about/purchasing/purchasing-policies.cfm?show=pdf&link=/shared/generalInfo/pdf/StaffingVendorGuide.pdf>)

- 3.4.1. All policy, orientation and placement reviews shall include, but are not limited to:
- 3.4.1.1. Explicit notification that the Contingent Worker is the Vendor's employee and **NOT** a Citizens employee;
 - 3.4.1.2. Citizens' minimum work environment standards and expectations;
 - 3.4.1.3. Citizens' dress and business etiquette;
 - 3.4.1.4. Citizens' current policies, procedures and guidelines as deemed necessary at the time of assignment;
 - 3.4.1.5. Contingent Worker Confidentiality and Non-Disclosure Agreement (as referenced in the Citizens' Reference Guide for Staffing Vendors);
 - 3.4.1.6. Citizens' essential functions and the duties of the Assignment;
 - 3.4.1.7. Citizens' location(s);
 - 3.4.1.8. Citizens' parking rules;
 - 3.4.1.9. Identification of the Citizens' supervisor that the Contingent Worker will report to;
 - 3.4.1.10. A description of what Citizens is, Citizens' legislative mandate, and any necessary historical organizational information;
 - 3.4.1.11. Anticipated Assignment hours and duration of Assignment;
 - 3.4.1.12. Safety standards issued by Citizens;
 - 3.4.1.13. The Vendor's payroll instructions and responsibilities that pertain to the Contingent Worker; and
 - 3.4.1.14. The Vendor shall complete the Contingent Resource Checklist for each individual Contingent Worker prior to commencement of an assignment with Citizens, unless otherwise approved in

writing by Citizens' Contract Manager.

- 3.5. Processing a Work Order. The Vendor shall only accept, process, and execute Work Orders that are placed by Citizens' Contract Manager – or designee, as stated in this Contract. If Vendor receives a Work Order placed by someone other than Citizens' Contract Manager or designee, then it may not process the Work Order and place an Assignment, until the Vendor obtains written verification and approval by Citizens' Contract Manager or designee. Citizens will not pay any Assignments that result from an improperly authorized Work Order.
- 3.5.1. The Vendor shall confirm receipt of a Work Order to Citizens' Contract Manager within thirty (30) minutes of notification by Citizens either via fax, email or telephone, and shall provide the following information to Citizens: Vendor's ability to fill the Work Order requirements, Work Order acceptance, length of time necessary to fill the Work Order, and any other information relative to completing the Work Order.
- 3.5.2. Citizens' Contract Manager may issue a Rush Order, where Citizens requires Contingent Workers for an Assignment the same day as the Rush Order is issued, or the next calendar day. Upon notification of a Rush Order by Citizens' Contract Manager and within the timeframe designated by Citizens, the Vendor shall accommodate the Rush Order requirements.
- 3.5.3. Processing a Work Order that supports a Catastrophic Event. The Vendor shall only accept, process, and execute Work Orders that are placed by Citizens' Contract Manager – or designee, as stated in this Contract. If Vendor receives a Work Order placed by someone other than Citizens' Contract Manager or designee, then it may not process the Work Order and place an Assignment, until the Vendor obtains written verification and approval by Citizens' Contract Manager or designee. Citizens will not pay any Assignments that result from an improperly authorized Work Order.
- 3.5.3.1. Citizens will notify Vendor when there is a Catastrophic Event that requires Services.
- 3.5.3.2. For Rush Orders and Call Center Assignments:
- 3.5.3.3. Upon receipt of a Work Order specifically for Contingent Workers to perform as a call center representative, (a "Call Center Assignment"), the Vendor must be able to provide up to fifty (50) Contingent Workers within seventy-two (72) hours of notification and an additional fifty (50) Contingent Workers within two (2) to four (4) weeks of notification. Unless otherwise specified by Citizens' Contract Manager, forty percent (40%) of the Contingent Workers supplied for a Call Center Assignment must be bilingual in English and Spanish.
- 3.5.3.4. For all other Work Orders that supports a Catastrophic Event: The Vendor must be able to provide up to fifty (50) Contingent Workers for a variety of Assignments, within one calendar-week of Citizens' notification. Except as otherwise specifically stated in this section, all orientation requirements with Contingent Worker shall be completed prior to beginning work at Citizens. However, the Vendor will have up to five (5) business days after the initial start date of Contingent Worker to complete the

Background Investigation component of the Background Services.

3.5.3.5. The Vendor may be required to provide Contingent Workers that can commit to a twelve (12) hour per day, seven (7) days a week, work schedule for up to ninety (90) days immediately after a Catastrophic Event; and a ten (10) hour per day, six (6) days a week for up to one (1) year after a Catastrophic Event. The Vendor may be required to provide Contingent Workers that can work part time evening shifts, with varying hours that may include a schedule from 6:00 P.M. to 11:00 P.M.

3.5.4. Vendor's Contingent Workers may be required to perform work at any of the following primary Citizens' locations, as well as other locations that are designated by Citizens. Citizens reserves the right to add or delete locations listed in this section, at its sole discretion.

Citizens' Primary Locations	Address
Jacksonville Corporate Center Office	6676 Corporate Center Parkway Jacksonville, Florida 32216
Jacksonville CAT OPS Central Offices	8301 Cypress Plaza Drive, Suite 500, Jacksonville, Florida 32256
Tallahassee Killearn Centre	2312 & 2320 Killearn Center Boulevard Tallahassee, Florida 32309
Tallahassee Citizens Centre	2101 Maryland Circle, Tallahassee, Florida 32303-1001
Tampa Sabal Park Location	3802 Coconut Drive Tampa, Florida 33619
New Jacksonville Location: Jacksonville Everbank Building	301 West Bay Street Jacksonville, Florida 32202

3.5.5. Any Assignment may be terminated at any time and for any reason by Citizens' Contract Manager notifying the Vendor Contract Manager in writing either by fax, email or by letter. Once this notice is received, unless otherwise agreed, all work on the Assignment must stop.

3.6. Quality Assurance. The Vendor shall complete a Quality Check on every Contingent Worker that performs services for Citizens. All Quality Checks must include but are not limited to the following information:

3.6.1. By the end of every Contingent Worker's first day of work with Citizens, the Vendor shall contact Citizens' Contract Manager or designee to obtain a First Day Satisfaction Survey on the Contingent Worker. The Satisfaction Survey shall include confirmation that the Contingent Worker reported to the Assignment on time and is accepted as qualified to perform in accordance with the specifications within the Work Order as well as contain any comments from the immediate Citizens' supervisor of the Contingent Worker.

3.6.2. The Vendor shall contact Citizens' Contract Manager in writing to obtain additional Quality Checks on all Contingent Workers assigned to Citizens, according to the following schedule:

3.6.2.1 For Assignments less than six (6) weeks in duration – every two

(2) weeks;

3.6.2.2 For Assignments longer than six (6) weeks – every month; and

3.6.2.3 At completion of a Contingent Worker's Assignment - the Vendor shall verify in writing with Citizens' Contract Manager that the Assignment has been completed and obtain an overall performance rating on the Contingent Worker. If the Assignment has been terminated early so that it is not possible to perform this prior to termination, then Vendor shall complete this no later than one (1) week after the termination of the Assignment.

3.6.3. Reports. The Vendor shall deliver the following reports ("Reports") to Citizens' Contract Manager as described below. In addition, Citizens may request additional information or adjust the time or report content required for the "Reports":

3.6.3.1 Executive Summary Report: On a monthly basis, the Vendor shall prepare and deliver an Executive Summary Report, which shall include the following information:

3.6.3.1.1 A detailed analysis of the total number of Work Orders received, total Work Orders filled, and length of time to fill the Work Orders;

3.6.3.1.2 A detailed list of all active Contingent Workers, broken down by department and cost center, and shall also include the Assignment position, Assignment start date, anticipated Assignment termination date, and corresponding hourly rate; and

3.6.3.1.3 A detailed summary of weekly invoices for all active Assignments, broken down by department and cost.

3.6.3.2 Operational Efficiency Report: On a monthly basis, the Vendor shall prepare and deliver an Operational Efficiency Report, which shall include the following information:

3.6.3.2.1 An analysis of the total number of Contingent Workers (if any) that were converted to a Citizens' employees. Included in this analysis shall be the duration of the Contingent Worker's Assignment prior to Conversion to a Citizens' employee;

3.6.3.2.2 An analysis of the total number of unfilled Work Orders and a written description listing the reasons why the Work Orders were not filled;

3.6.3.2.3 An analysis of the total number of Assignments, broken down by the department and position. This analysis shall identify if the Assignment is new, the duration of the Assignment, and shall include all Assignments that were terminated, including those terminated within the first day.

3.7. Managing and Supervising Contingent Workers.

- 3.7.1. Vendor shall be responsible for all Contingent Worker personnel matters, such as distribution of paychecks, performance evaluations, coaching, and counseling;
- 3.7.2. Vendor is further responsible for dealing directly with Contingent Workers concerning their performance related to any Assignment with Citizens. Citizens will not deal directly with a Vendor's Contingent Worker concerning performance, except for safety or security issues;
- 3.7.3. A Citizens supervisor will provide day-to-day oversight in relation to the assignment;
- 3.7.4. Citizens will not substantially change the assignment or job duties of Contingent Worker without notifying Vendor;
- 3.7.5. Vendor shall agree that while Contingent Worker is on Citizens' premises, they will abide by Citizens' general rules of work and standard practices governing Contingent Worker behavior;
- 3.7.6. Vendor will be responsible for notifying Contingent Worker of the termination of an Assignment, and will complete off-boarding activities necessary;
- 3.7.7. Vendor will confirm details of termination and off-boarding arrangements with Citizens Contract Manager prior to date /time of termination; and
- 3.7.8. Vendor will ensure that all Citizens assets are secured and promptly returned to Citizens' Contract Manager at the time of termination.
- 3.8. Timekeeping. Vendor shall use the following general procedures for timesheet processing:
 - 3.8.1. Vendor must keep weekly timesheets for each of its Contingent Workers;
 - 3.8.2. Each Contingent Worker shall complete the timesheets and have them reviewed by their Citizens' supervisor who will validate hours worked by signing the timesheet;
 - 3.8.3. The timesheet will then be submitted by the Contingent Worker to the Vendor's designated contact for payroll and invoice processing;
 - 3.8.4. Overtime (any additional hours over forty (40) per work week) will be paid when prior approval is received in writing by Citizens; and
 - 3.8.5. Pre-approved overtime will be billed to Citizens at the overtime hourly rate and bill rate, with Vendor's mark-up (under § 8.2) applied to the overtime rate.
- 3.9. Vendor's Hiring Process. At all times during this Contract, the Vendor agrees to maintain its status as an Equal Opportunity Employer, and to adhere to all federal, state and local laws in relation to its hiring process. Vendor shall complete the following for each Contingent Worker prior to Assignment:
 - 3.9.1. Completed skills assessments (which includes testing in the area of specific expertise) required for each position (based on job descriptions provided by Citizens);
 - 3.9.2. Any Citizens' required ad-hoc training or screening required for the position;

- 3.9.3. Vendor is responsible for completion of all government and state required employment and tax forms and all Vendor specific paperwork for each Contingent Worker;
- 3.9.4. Candidate interview conducted by the Vendor;
- 3.9.5. Employment verification of last two (2) employers;
- 3.9.6. Education verification, as per requirements listed on position description provided;
- 3.9.7. Pre-Assignment Background Screening (see 3.1 above). Citizens reserves the right to remove any Contingent Worker from the Assignment in the event that Contingent Worker fail to meet the Background Screening and/or Background Investigation criteria (see 3.3 above);
- 3.9.8. Vendor acknowledges that any Contingent Worker placed under this Contract is an employee of Vendor; and
- 3.9.9. Vendor shall expressly inform all Contingent Worker that are to be assigned at Citizens of their status as an employee of the Vendor prior to Assignment.
- 3.10. All of Vendor's Staff and Contingent Workers are required to demonstrate the highest levels of professional competence, ethics and professionalism while performing services for Citizens or otherwise being associated with Citizens. Citizens reserves the right at any time and for any reason to require that a particular Vendor's Contingent Worker be disallowed from performing further Services under this Contract.
- 3.11. Temporary Suspension of Services. Citizens may, in its sole discretion, temporarily suspend all or certain portions of the Services at any time by providing written notice to Vendor. Upon receiving a suspension notice, Vendor shall cease performing the Services in accordance with the suspension notice. Within ninety (90) days after Citizens provides the suspension notice, or any longer period agreed to by Vendor, Citizens shall either: (a) issue a notice authorizing resumption of the Services, at which time the Services shall resume; or, (b) exercise its right under Section 12.1 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.

4. Service Warranties and Standards.

- 4.1. General Warranty. Vendor warrants that the Services will be performed and delivered in a professional, first-class manner in accordance with this Agreement and the standards prevailing in the industry. To this end, Vendor will undertake the following actions without additional consideration during the term of this Agreement and for one (1) year thereafter: (a) promptly make necessary revisions or corrections to resolve any errors and omissions on the part of Vendor; and, (b) confer with Citizens as Citizens deems appropriate for the purpose of interpreting any of the Services or information furnished. Acceptance of or payment for the Services by Citizens shall not relieve Vendor of these responsibilities. The warranties and covenants in this Section will extend to and bind Vendor's subcontractors, if any.

4.2. Warranties of Security.

- 4.2.1. The Vendor warrants that no intentional or unintentional actions of Vendor or any Vendor Staff shall result in Access for any reason other than authorized performance under this contract; and
- 4.2.2. The Vendor warrants that Direct and Indirect Access shall occur exclusively within the District, Territories and States of the United States of America.
- 4.2.3. In addition to complete responsibility for Contingent Worker, the Vendor also agrees to defend, indemnify and hold harmless Citizens, the State of Florida, its officers, directors and employees for any claims, suits or proceedings involving a breach of the Warranties of Security, including all expenses incurred to compensate and make whole all those effected by the breach.

4.3. 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 notify Citizens of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its contractual obligations.

4.4. Monitoring of Performance. Vendor shall continuously monitor and record its performance to ensure that all of Vendor's responsibilities and obligations hereunder are being met and fulfilled. Citizens may conduct programmatic and other administrative contract monitoring during the term of this Agreement. The purpose of this monitoring is to ensure that all of Vendor's responsibilities and obligations are being met and fulfilled. Such monitoring may include on-site visits, report reviews, invoice reviews, compliance reviews, and a review of any other areas reasonably necessary.

- 4.4.1. At any time during this contract, Citizens' Contract Manager may request a business review meeting with the Vendor. The business review meeting will generally be held at Citizens' facilities as needed and shall include Vendor's performance for the previous six (6) months, based on the Contingent Worker's satisfaction survey and metrics defined in the Reports delivered to Citizens.

4.5. Trained and Qualified Contingent Worker. Vendor warrants that all Contingent Worker(s) shall be properly trained, qualified and have undergone the background screening required under Section 3. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualifications. All Contingent Worker(s) must comply with all reasonable administrative requirements of Citizens and with all controlling laws and regulations relevant to the Services.

- 4.5.1. Removal and Replacement of Contingent Worker. Without limiting Citizens' other rights and remedies under this Agreement, including suspension of Services and termination of this Agreement, where any Contingent Worker fails to comport to any of the training or qualification requirements in this Agreement or, in Citizens' determination, is unsuitable for the performance of the Services, Citizens has the right, at Citizens' sole election, to disallow such Contingent Worker from performing the Services. Upon Citizens' request, Vendor may be required to promptly provide qualified replacement

Contingent Worker reasonably acceptable to Citizens.

4.6. Service Performance Failures.

- 4.6.1. Termination for Repeated Failures. Citizens shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Vendor fails repeatedly to perform Services in accordance with the standards set forth in this Agreement.
- 4.6.2. Temporary Suspension of Failure to Perform Services. Vendor will be excused for failing to meet Service standard if and to the extent such failure is addressed and successfully resolved in a corrective action plan approved in writing by Citizens Contract Manager. Vendor shall advise Citizens in writing as soon as possible of any circumstance or occurrence which would affect Vendor's ability to achieve any of the requested Services. In all such cases, Vendor will continue to make all reasonable efforts to provide the Services required under this agreement.
- 4.6.3. Audits. No more than quarterly, Citizens or Citizens' agent shall have the right to audit Vendor's books, records, server logs and other measurement and auditing tools to verify Service performance achievement and to determine correct financial consequences under section 5.2 of this Agreement. Where it is determined that the financial consequences due to Citizens were not received by Citizens, Vendor shall immediately owe to Citizens the applicable financial consequence.

5. Deliverables and Work Product.

- 5.1. Deliverables. Each Deliverable must be delivered by Vendor to Citizens in the time and manner specified in this Agreement. Failure to do so will entitle Citizens to: (a) withhold any payment associated with the Deliverable until such delivery is made; and/or, (b) terminate this Agreement for cause in accordance with the notice and cure provisions set forth in Section 12.2 below.

Deliverable	Description	Due Date
Contingent Resource Checklist	The Vendor shall submit to Citizens' Contract Manager for every assigned Contingent Worker a completed Contingent Resource Checklist	Prior to Assignment
Contingent Worker Confidentiality and Non-Disclosure Agreement	As required in Section 3.4.1.5	Prior to Assignment
Background Check Reporting	As required in Section 3.3.6	Monthly

First Day Satisfaction Survey	Citizens' Contract Manager for every Contingent Worker as set forth in Section 3.6.1.	By the end of every Contingent Worker's first day of work with Citizens
Ongoing Quality Checks	Vendor shall submit to Citizens' Contract Manager for every Contingent Worker as set forth in Section 3.6.2.	Per Schedule in 3.6.2
Executive Summary Reports	As required in this Contract in Section 3.6.4.1.	Monthly or as otherwise requested by Citizens Contract Manager
Operational Efficiency Reports	As required in this Contract in Section 3.6.4.2.	Monthly or as otherwise requested by Citizens Contract Manager
Business Continuity and Disaster Recovery Plan	As required in Section 16.1	Within 30 days of execution and annually on April 15th

5.2. Financial Consequences of Failure to Perform.

5.2.1. In addition to the financial consequences of reduced payments for disputed invoices under section 8.4, and without limitation to all other legal and equitable remedies, when the identity and/or qualifications of the Contingent Worker supplied by Vendor are not as represented in order to meet the requirements of the Work Order, and this is discovered within the first week of the Assignment, the Vendor will supply the Contingent Worker at no cost to Citizens.

5.2.2. As an additional financial consequence, if within the first two (2) business days of a Contingent Worker's Assignment, Citizens Contract Manager determines that the Services performed were unsatisfactory and requires removal of the Contingent Worker, then Citizens will not be responsible for payment of those Services. Citizens shall notify Vendor in writing of the unsatisfactory performance by the end of the second business day of the Contingent Worker.

5.3. Title to Work Product. With the exception of the Pre-Existing Materials described in Section 5.4, Citizens will have all right, title and interest in and to each Work Product and any derivative works relating thereto (including ownership of copyrights). The use of these Work Products in any manner by Citizens shall not support any claim by Vendor for additional compensation. Each Work Product, and

any portion thereof, shall be a "work made for hire" for Citizens pursuant to federal copyright laws. To the extent any of the Work Product is not deemed a work made for hire by operation of law, Vendor hereby irrevocably assigns, transfers, and conveys to Citizens, or its designee, without further consideration all of its right, title, and interest in such Work Product, including all rights of patent, copyright, trade secret, trademark, or other proprietary rights in such materials. Vendor acknowledges that Citizens shall have the right to obtain and hold in its own name any intellectual property right in and to the Work Product. Vendor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Citizens may reasonably request, to perfect or evidence Citizens' ownership of the Work Product. This Section shall survive the termination of this Agreement.

5.4. Pre-Existing Materials.

- 5.4.1. Citizens acknowledges that, in the course of performing the Services, Vendor may use materials, software, reports, routines, language, instructions, methods, techniques, trade secrets, patents or copyrights that have been previously developed by Vendor or by third parties (collectively, the "Pre-Existing Materials"), and that such Pre-Existing Materials shall remain the sole and exclusive property of Vendor or the third parties. Where Vendor seeks to embody Pre-Existing Materials in the Work Product, Vendor must first obtain written approval from Citizens.
- 5.4.2. If and to the extent any Pre-Existing Materials of Vendor are embodied or reflected in the Work Product, Vendor hereby grants to Citizens the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to: (a) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such Pre-existing Materials and any derivative works thereof for Citizens' internal business purposes only; and, (b) authorize others to do any or all of the foregoing for Citizens' internal business purposes only.
- 5.4.3. If and to the extent any Pre-Existing Materials of third parties are embodied or reflected in the Work Product, Vendor shall secure for Citizens an irrevocable, perpetual, non-exclusive, worldwide, royalty-free and fully paid-up right to use, execute, display, and perform such Pre-Existing Materials. Vendor shall secure such right at its expense and prior to incorporating any such Pre-Existing Materials into any Work Product, and such right must include, if practicable, a right to: (a) copy, modify, and create derivative works based upon such Pre-Existing Materials; and, (b) sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider of Citizens. This Section does not apply to standard office software (e.g., Microsoft Office).
- 5.4.4. The provisions of this Section shall survive the termination of this Agreement.

6. Changes.

- 6.1. Citizens may unilaterally require changes altering, adding to, or deducting from the Services (each, a "Change"), provided that a Change is within the general scope of this Agreement. Citizens will make an equitable adjustment in this Agreement

price or delivery date if a Change materially affects the cost or time of performance of the Services. Such equitable adjustments require the written consent of Vendor, which consent shall not be unreasonably withheld, delayed or conditioned. The Parties will cooperate in good faith to determine the scope and nature of a Change, the availability of Vendor Staff, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

- 6.2. A Change resulting in an increase or decrease to the Agreement price or the scope of Services must be evidenced by a formal amendment to this Agreement. All other changes shall be evidenced by either a writing signed by the Contract Manager or designee of each Party or a formal amendment to this Agreement.

7. Acceptance.

- 7.1. Acceptance Period. For all Deliverables provided under this Agreement, Vendor grants to Citizens a thirty (30) day acceptance period ("Acceptance Period") commencing on the date completed Deliverables are delivered to Citizens. Citizens shall have the right to reject the Deliverables, in whole or in part, during the Acceptance Period for Vendor's failure to meet the specifications associated with the delivered Deliverables, with such determination to be made in Citizens' reasonable judgment. At the end of the Acceptance Period, if Citizens has not rejected the Deliverables, the Deliverables shall be deemed to be accepted by Citizens; provided, however, that Citizens' acceptance of the Deliverables shall not be deemed a waiver of any of Citizens' warranty rights as expressly provided in this Agreement.
- 7.2. Opportunity to Cure. Upon being advised of Citizens' rejection of Deliverables within the Acceptance Period, Vendor shall have thirty (30) days to cure any deficiency identified by Citizens. In the event Vendor is unable to cure said deficiency within this thirty (30) day period, Citizens may, in its sole discretion, terminate this Agreement in whole or in part for cause and pursue such other rights and remedies allowable in law or equity. This thirty (30) day cure period applies only to the failure to deliver Deliverables as specified in this Agreement and is a limited exception to the general cure period set forth in Section 12.2.
- 7.3. Corrective Action Plan. At any stage during the thirty (30) day cure 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 deficiency 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) day cure period provided above, unless otherwise agreed to by Citizens in its sole discretion.

8. Compensation.

- 8.1. Maximum Compensation. Citizens has contracted with multiple Contingent Staffing Vendors to perform the services set forth in this Agreement. Citizens will collectively reimburse the awarded Vendors for an amount not to exceed that approved by Citizens Board of Governors. Notwithstanding the foregoing, in the event of a State of Florida, federal government, or Citizens declared emergency or catastrophe, Citizens may authorize the purchase of Services in excess of the maximum compensation set forth in this Section. Vendor acknowledges and agrees that the Services provided during such declared emergency or catastrophe will be paid at the same rates set forth in this Agreement.
- 8.2. Compensation Schedule. The Vendor's mark-up rate, as defined in this section, shall be a percentage of the Contingent Worker's hourly position pay rate (the "Position Pay Rate"). The mark-up rate will be applied to all Work Orders regardless of complexity, skill level, or duration. The Vendor's mark-up rate will not exceed 19% for the Base Term, 18% for Renewal Term One, 18% for Renewal Term Two, 18% for Renewal Term Three, 18% for Renewal Term Four, and 18% for Renewal Term Five.
- 8.3. Conversion Terms: Citizens may decide to hire a Contingent Worker as a Citizens' employee. If Citizens decides to convert a Contingent Worker, then Citizens shall compensate Vendor as set forth in the schedule below. The conversion fee is based upon the starting base annual salary of the Contingent Worker for the position which they are being hired and will not take into consideration any relocation benefits or other sums.

Job Category	Calendar Days Worked	Conversion Fee
Non-exempt as defined by Citizens Position Description	1 – 30 Days	9% conversion fee
	31 – 60 Days	7% conversion fee
	61 – 90 Days	4% conversion fee
	91 Days or more	0% conversion fee
Job Category	Calendar Days Worked	Conversion Fee
Exempt as defined by Citizens Position Description	1 – 365 Days	Citizens reserves the right to negotiate the conversion fee up to a maximum of 18% conversion fee
	366 Days or more	0% conversion fee

- 8.4. Invoices. On a weekly basis, Vendor must timely submit all requests for compensation for Services or expenses, where permitted, in sufficient detail for a pre- or post-audit.

All invoices must be submitted to Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 and must include, at a minimum, the following:

- Agreement/Contract number, if applicable;

- Work Order number, if applicable;
- Vendor's name and address;
- Vendor's Federal Employment Identification Number;
- Itemized Services for which compensation is being sought;
- Invoice Date;
- Services period;
- Citizens' Contract Manager's name;
- Position Title;
- Rate;
- Number of hours and total;
- Position Title;
- Hiring Manager;
- Citizens Cost Center;
- Location; and
- Fully approved and signed timesheets.

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) 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) 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) 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. All travel-related expenses must be pre-approved in writing by Citizens' Contract Manager or designee. Citizens shall reimburse Vendor for pre-approved travel-related expenses incurred in the performance of Services following Citizens' receipt of Vendor's reimbursement request submitted in accordance with the then-current Vendor Travel Reimbursement Guidelines.
- 8.6. No Additional Charges. Except for the compensation described in the Compensation Schedule and travel-related expenses, if permitted, Citizens shall not be billed for or be obligated to pay to Vendor any charges, expenses, or other amounts for the Services or otherwise.
- 8.7. Offsets and Credits. Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor. Any such amounts that are not so applied

shall be paid to Citizens by Vendor within thirty (30) days following Citizens' request.

- 8.8. Taxes. Citizens is a State of Florida, legislatively created, governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Vendor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Vendor agrees that Citizens is not responsible to collect or withhold any federal, state, or local employment taxes, including personal property tax, income tax withholding, and social security contributions, for Vendor or Vendor Staff. Any and all taxes, interest or penalties, including personal property tax or any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Vendor or, if assessed against and paid by Citizens, shall be immediately reimbursed by Vendor upon demand by Citizens.

9. Indemnification and Limitation of Liability.

- 9.1 Indemnification. Vendor shall be fully liable for the actions of Vendor Staff and Contingent Workers 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, 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 an Indemnitee arising out of or relating to any act, error or omission, or misconduct of Vendor or Vendor Staff during the performance of this Agreement. The foregoing obligation applies, without limitation, to Claims arising out of or relating to: (a) a violation of federal, state, local, international, or other laws or regulations for the protection of persons or members of a protected class or category of persons; (b) sexual discrimination or harassment based upon any protected characteristic; (c) bodily injury (including death) or damage to tangible personal or real property; (d) breaches of any representations made by Vendor under this Agreement; (e) any claim that any Work Product violates or infringes upon a trademark, copyright, patent, trade secret or intellectual property right; (f) Vendor's failure to timely forward a public records request to Citizens for handling; or (g) any claim or damage caused by Vendor's breach of its obligation of confidentiality set forth under Section 15 of this Agreement.

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

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

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

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

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

10. Insurance. 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 Workers' Compensation insurance which provides coverage for Vendor's employees or independent contractors' employees, regardless of the state of hire, in at least the minimum statutory limits required by the State of Florida, and Employers' Liability with limits of \$1 million.

10.2 Commercial General Liability with minimum limits of \$1 million per occurrence (to include contractual liability on a blanket basis for liability assumed hereunder) and \$2 million in the aggregate; Citizens shall be named as additional insured in the Commercial General Liability policy.

10.3 Automobile Liability with combined single limits of not less than \$1 million per accident.

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

10.5 Upon execution of this Agreement, Vendor must provide to Citizens a current in-force certificate of insurance evidencing the above coverage limits and subsequent certificates prior to their expiration. Vendor further agrees that it will maintain insurance to cover any indemnity obligation that it has assumed under this Agreement. All policies will include provisions that the insurers waive the rights of recovery or subrogation against Citizens. Citizens shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any of the aforementioned insurance policies. The payment of such deductible shall be the sole responsibility of Vendor. Unless otherwise agreed in writing by the Contract Administrator, all policies shall require ninety (90) calendar days prior written notice to Citizens of cancellation or change in any coverage.

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. All legal notices and contractual documents shall be sent 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 Office
2101 Maryland Circle
Tallahassee, Florida 32303
850-513-3795
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 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
Huw O'Callaghan
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, FL 32303
(850) 521-8336
Huw.Ocallaghan@Citizensfla.com

Vendor's Contract Manager
Jim Smith
VCARVE, INC.
1832 Capital Circle Northeast, Suite 3
Tallahassee, Florida 32308
850-205-8278 x. 284
jsmith@vcarve.com

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

12. Agreement Termination; Transition Assistance.

- 12.1 Termination without Cause. By thirty (30) days advance written notice, Citizens may terminate this Agreement in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of this Agreement will be thirty (30) days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). Where Citizens elects to terminate this Agreement in part, Vendor shall continue to provide Services on any portion of the Agreement not terminated. Vendor shall be entitled to payment for Services satisfactorily performed through the Termination Date but shall not be entitled to recover any cancellation charges or damages, including lost profits or reliance damages. Vendor shall not have a reciprocal right to terminate without cause; it being understood that Citizens' payment for Services forms the consideration for Vendor not having this right. In the event of Citizens' termination without cause, Citizens, at Citizens' sole election, may also require Vendor to provide the Transition Assistance as further described in this Agreement.
- 12.2 Termination for Cause. Either Party may terminate this Agreement if the other

Party fails to honor its material obligations under this Agreement. Unless otherwise provided herein, before terminating this Agreement, the Party that believes the other Party is failing to perform this Agreement shall notify the other Party, in writing, of the nature of the failure to perform and provide a reasonable time certain for correcting the failure (such time should not generally be less than ten (10) days from receipt of the notice). If the other Party does not correct its failure to perform within the time provided, and its failure is not legally excusable, the Party claiming failure to perform may thereafter notify the other Party, in writing, that it considers the other Party in default and may terminate this Agreement and pursue any remedies allowed in law or equity. Instead of terminating this Agreement in whole, Citizens may elect to terminate this Agreement in part, in which case Vendor shall continue to provide Services on any portion of the Agreement not terminated. If after termination it is determined that Vendor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued without cause under Section 12.1.

- 12.3 Transition Assistance. At any time prior to the date this Agreement expires or terminates for any reason (either, the "Termination Date"), Citizens may request Vendor to provide transition assistance services ("Transition Assistance"). Upon mutual agreement, Vendor shall provide such Transition Assistance until Citizens notifies Vendor that Citizens no longer requires such Transition Assistance, which shall in no event be more than one-hundred and eighty (180) days following the Termination Date. Transition Assistance rendered before the Termination Date shall be provided at no additional cost to Citizens.

12.3.1 Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the Parties prior to the rendering of the post-termination Transition Assistance, which rates shall not exceed the standard market rates Vendor charges to government entities for comparable services; provided however, that if Citizens terminates this Agreement because of a breach by Vendor, then the post-termination Transition Assistance shall be provided at no cost to Citizens. Vendor may withhold Transition Assistance after the Termination Date if Citizens does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Vendor and Vendor is not in breach of this Agreement.

13. Disputes.

- 13.1 Dispute Resolution Process. Vendor acknowledges that Citizens is not an agency for purposes of the Florida Administrative Procedure Act, Chapter 120, Florida Statutes. Prior to commencing any litigation relating to this Agreement, the Parties agree that they will attempt to resolve any dispute through non-binding mediation. The Parties agree that, if a disagreement arises as to the terms or enforcement of any provision of this Agreement, each Party shall in good faith attempt to resolve the disagreement prior to the filing of a lawsuit or commencing a legal action. Vendor acknowledges that any dispute or disagreement under this Agreement relating to Citizens Confidential Information shall not be subject to the foregoing dispute resolution process.
- 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.

14.1 Vendor's Records. Vendor shall retain all records relating to this Agreement for the longer of: (a) three (3) years after the termination of this Agreement; or, (b) the period required by the General Records Schedules maintained by Citizens' Records Management. Citizens follows the GS1-SL state schedule for records retention.

14.2 Right to Audit Records. Citizens, as required by law shall have reasonable access to the Vendors facilities and the right to review and audit any of Vendor's records related solely to this Agreement including Background Screening, upon written notice to Vendor of at least three (3) business days. Vendor shall not unreasonably delay or inhibit Citizens' right to audit as set forth in this Section. The Vendor shall cooperate with auditor(s), providing requested documentation in a timely manner (preferably within five (5) business days). Vendor must resolve any deficiencies discovered during the 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 audit procedures to assess Vendor's corrective action(s). Any entity performing auditing services 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 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. Vendor acknowledges that Citizens is subject to Chapter 119, Florida Statutes, and Section 627.351(6)(j), Florida Statutes; therefore, any information provided to Citizens or maintained by Vendor in connection with this Agreement may fall within the disclosure requirements of Chapter 119, Florida Statutes. 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 provisions of Section 119.07(1), Florida Statutes, and Section 24(a), Article I of the State Constitution. Vendor must clearly label and mark each page or section of information provided to Citizens in connection with this Agreement that it considers proprietary information or otherwise confidential or exempt from Chapter 119, Florida Statutes and Section 24(a), Article I., State Constitution ("Vendor's Confidential Information").

14.3.1 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, or electronically. The Parties agree (to the extent permitted by law) that 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 Chapter 119, Florida Statutes, 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 indemnify and hold harmless any Citizens Indemnitee for any Claims, including attorneys' fees, costs, and expenses incidental thereto, incurred by Citizens in connection with this Section.

- 14.3.2 If Vendor receives a PRR that is in any way related to this Agreement, Vendor agrees to immediately notify Citizens' Custodian of Records and forward the PRR to Citizens' Custodian of Records for logging and processing. Citizens' Custodian of Records' email address is: Recordsrequest@citizensfla.com. Citizens shall be included and will assist in the coordination, production, and response to the PRR, with Vendor and Citizens each bearing their own costs and fees in this regard. 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 Chapter 119, Florida Statutes.
- 14.3.3 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 by not allowing public access to all documents, papers, letters, emails, or other material made or received by Vendor in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07 (1), Florida Statutes.
- 14.3.4 To the extent Vendor is providing Services and is "acting on behalf of" Citizens as provided under Section 119.011(2), Florida Statutes, Vendor must: (a) keep and maintain public records that ordinarily and necessarily would be required by Citizens in order to perform Services; (b) provide the public with access to public records on the same terms and conditions that Citizens would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and, (d) meet all requirements for retaining public records and transfer, at no cost, to Citizens all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Citizens in a format that is compatible with the

information technology systems of Citizens.

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

15. Security and Confidentiality.

15.1 General Requirements. Vendor shall implement and maintain appropriate safeguards to: (a) ensure the security and confidentiality of Citizens Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of Citizens Confidential Information; and, (c) protect against unauthorized access to or use of Citizens Confidential Information that could cause harm or inconvenience to Citizens or any customer of Citizens.

15.2 Audit of Vendor's Privacy and Security Controls.

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

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

15.3 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.

15.4 Data Encryption. Vendor and Vendor Staff will encrypt all electronic data and communications containing Citizens Confidential Information using a strong cryptographic protocol that is consistent with industry standards.

15.5 Data Storage. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff shall not store Citizens' Confidential Information on portable external storage devices or media (such as "thumb drives," compact disks, or portable disk drives).

15.6 Data Export. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff are prohibited from: (a) performing any Services outside of the United States; or, (b) sending, transmitting, or accessing any Citizens Confidential Information outside of the United States.

15.7 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).

15.8 Labeling of 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.

- 15.9 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.
- 15.10 Transmission of 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.
- 15.11 Disposal of 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).
- 15.12 Authority to Disclose Confidential Information to Others. Vendor acknowledges and agrees that any Citizens' Confidential Information disclosed to or acquired by Vendor is disclosed and/or acquired solely for the purposes of facilitating the provision of the Services. Vendor shall restrict access to Citizens' Confidential Information to Vendor Staff who will actually perform Services and Vendor shall provide such Vendor Staff with work environments that protect against inadvertent disclosure to others. Vendor shall be solely responsible for informing any individual or entity with access to Citizens' Confidential Information of the provisions of this Agreement and shall be responsible for any acts of those individuals and entities that violate such provisions.
- 15.13 Unauthorized Disclosure of Confidential Information. Vendor will notify Citizens as soon as possible of any potential or actual unauthorized disclosure, misuse, or misappropriation of Citizens' Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly. Pursuant to Section 501.171, Florida Statutes, if Vendor maintains computerized data that includes personal information, as defined in such statute, on behalf of Citizens, Vendor shall disclose to Citizens any breach of the security of the system as soon as practicable, but no later than ten (10) days following the determination of the breach of security or reason to believe the breach occurred.
- 15.14 Return of Confidential Information. During the term of this Agreement upon Citizens written request 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.
- 15.15 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 inform Citizens in writing of such inability and such inability on Vendor's part will serve as justification for Citizens' termination of this Agreement, at Citizens' sole election, at any time after the inability becomes known to Citizens.
- 15.16 Remedies. Vendor acknowledges that breach of Vendor's obligation of data security and confidentiality 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, in addition to any other legal remedies which may be available, including, at the sole election of Citizens, the immediate termination, without penalty to Citizens, of this Agreement in whole or in part.

15.17 Subcontractors. Except as permitted in writing by Citizens' Contract Manager or designee, the provisions of this Section shall apply to each of Vendor's subcontractors at any level who obtain access to Citizens' Confidential Information in connection with this Agreement.

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

16. Miscellaneous.

16.1 Business Continuity and Disaster Recovery Plan. Vendor shall have a viable, documented, effective and annually tested business continuity/disaster recovery strategy plan in place to mitigate the potential disruption of Services. Within thirty (30) 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.

16.2 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.

16.3 Vendor Conflicts of Interests. Vendor, and all principals in its business, must execute a Conflict of Interest Form as required by Citizens. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.

No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee. Vendor shall not accept a gift from a Citizens policyholder in connection with the Services that is, or could be interpreted to be, intended to influence the handling of the policyholder's claim, or could be interpreted as an expression of gratitude for such an act.

16.4 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.

- 16.5 Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement.
- 16.6 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.
- 16.7 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.
- 16.8 Publicity; Use of Names and Logos. Without the prior written consent of Citizens, Vendor and Vendor Staff shall not publish or use Citizens' name, logo, or symbols from which Citizens' name may be reasonably inferred or implied. This includes using Citizens' name, logo or symbol in any research, solicitations, advertisements, promotions, or any other publicity matter relating directly or indirectly to this Agreement. Additionally, without the prior written consent of Citizens, Vendor shall not disclose the existence of this Agreement, and shall not use this Agreement for marketing or business reference purposes.
- 16.9 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.
- 16.10 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.
- 16.11 Modification of Terms. 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.
- 16.12 Assignments. This Agreement shall inure to the benefits 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.

- 16.13 Notice and Approval of Changes in Ownership. Because the award of this Agreement may have been predicated upon Vendor's ownership structure, Vendor agrees that any transfer of a substantial interest in Vendor by any of its owners shall require Citizens' prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of this Agreement, Vendor represents that it has no knowledge of any intent to transfer a substantial interest in Vendor. A substantial interest shall mean at least twenty-five percent (25%) of the voting shares or control over Vendor. This Section shall not apply to: (a) transfers occurring upon the incapacitation or death of an owner; (b) transfers associated with an initial public offering on a major stock exchange; or, (c) transfers to a company whose stock is publicly traded on a major stock exchange.
- 16.14 Assignment of Antitrust Claims. Vendor and Citizens recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the ultimate consumer. Therefore, Vendor hereby assigns to Citizens any and all claims under the antitrust laws of Florida or the United States for overcharges incurred in connection with this Agreement.
- 16.15 Force Majeure. Because of the nature of Citizens' business, Citizens requires that the Services be performed during or immediately after catastrophic events which might otherwise be considered force majeure. Therefore, Vendor acknowledges and agrees that force majeure will not constitute an excuse for non-performance of the Services as this Agreement and the Services are considered and designated as essential to Citizens' operations.
- 16.16 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.

[Signature Page Follows]

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

CITIZENS PROPERTY INSURANCE
CORPORATION:

VCARVE, INC.:

Barry J. Gilway
Signature

Barry Gilway
Print Name

Chief Executive Officer
Title

12/21/2015
Date Signed

Steve M. Bitar
Signature

Steve Bitar
Print Name

Chief of Consumer & Agent Services
Title

12/21/2015
Date Signed

Ravi Pallarla
Signature

RAVI PALLARLA
Print Name

PRESIDENT
Title

12/8/2015
Date Signed

59-3655495

Vendor Federal Employer
Identification Number