



AGREEMENT FOR ENTERPRISE LITIGATION MANAGEMENT SYSTEM

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 TRIALNET, INC. D/B/A ACUITY MANAGEMENT SOLUTIONS, A SUBSIDIARY OF MITRATECH HOLDINGS, INC. (“Vendor”) having its principal place of business at 13301 Galleria Circle, Suite 200, Bee Cave, TX 78738. Citizens and Vendor shall each be known as a “Party,” and collectively shall be known as the “Parties.”

Recitals

WHEREAS, on May 19, 2025, Citizens issued Single Source No. 25-2003 for Enterprise Litigation Management System (the “Single Source”);

WHEREAS, Vendor has developed, markets, and provides such services through a software-as-a-service subscription;

WHEREAS, Citizens desires to continue to utilize such Services identified in the current contract dated June 13, 2022 (“2022 Contract”) set to expire in June of 2025; and,

WHEREAS, Vendor and Citizens agree to incorporate the terms and conditions of the 2012 Contract into this Agreement, to continue Services under the existing Acuity Enterprise, subject to the additional terms and conditions of this Agreement.

Terms of Agreement

1. **Incorporation of Documents.** The Acuity Management Solutions Matter Management Electronic Billing Services Corporate Agreement dated April 30, 2012, as amended, and every recital definition, term, condition, exhibit, schedule, addendum, and appendix thereto (the “2012 Contract”), and the 2022 Contract are hereby incorporated by reference into this Agreement. The 2012 Contract, the 2022 Contract, and this Agreement are the “Contract Documents.”
2. **Order of Precedence.** In case of a conflict of terms or provisions between any of the Contract Documents, this Agreement, followed by the 2022 Contract, followed by the 2012 Contract shall be the order of precedence from most controlling document to the least controlling document.

If a conflict exists, the conflicting portion of the more controlling document remains enforceable. The conflicting portion of the less controlling document is unenforceable. Any

non-conflicting portion(s) of the term or provision of the less controlling document remains enforceable.

3. Term and Renewals.

3.1. Term of Agreement. This Agreement shall commence on July 1, 2025, (“Effective Date”) and, shall continue for one (1) year, expiring June 30, 2026.

3.2. Renewals. This Agreement may not be renewed.

4. Compensation.

4.1. Maximum Compensation and Budget Requirements. Citizens’ obligation to pay Vendor under this Agreement is \$600,000.

4.2. Compensation Schedule. This Agreement is for a subscription license for one (1) year at the fixed rate of \$600,000, due at the time of contract execution, and includes continuing access to all existing data.

5. Transition Assistance.

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

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

5.1.2. Transition Assistance shall be provided at mutually agreed rates.

6. Additional and Amended Terms and Conditions.

6.1. 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:

Keri Dennis, Vendor Management and Purchasing
301 W Bay Street, Suite 1300
Jacksonville, Florida 32202
904-328-3712
Keri.Dennis@citizensfla.com

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

6.2. 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

John Cipolla, Director – Claims Vendor and System Management
Citizens Property Insurance Corporation
301 W. Bay Street, Ste 1300
904-407-0476
john.cipolla@citizensfla.com

Vendor's Contract Manager

Maddison Price
13301 Galleria Circle, Suite 200,
Bee Cave, TX 78738
512-660-6559
maddison.price@mitratech.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.

- 6.3. Public Records Assistance Notice (s. 119.0701(2)(a), Florida Statutes).

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.

- 6.4. 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.
- 6.5. 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
- 6.6. Estoppel Certification. With the exception of any outstanding invoices, the Parties agree there exists no right to offset, defend, carry over or otherwise make any claim based upon the operations of the 2012 Contract or the 2022 Contract during their originally scheduled terms.
- 6.7. No Improvements. In connection with the performance of the Services, Vendor will have no obligation to upgrade, enhance or otherwise modify any computer hardware, software or network environment currently used.
- 6.8. During the term of this Agreement Vendor will not seek any additional compensation for Services from any User of the Citizens Litigation Management System. Compensation will be solely from Citizens. Additionally, Vendor will not

seek nor collect any fees, costs, or expenses from such Users.

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

CITIZENS PROPERTY INSURANCE CORPORATION

TRIALNET, INC. D/B/A ACUITY MANAGEMENT SOLUTIONS, A SUBSIDIARY OF MIRTATECH HOLDINGS, INC.

DocuSigned by:
James Adams
821A80B67202402

Signed by:
Jarrett Dziuk
D41BE473AFF44CB...

Signature

Signature

James Adams

Jarrett Dziuk

Print Name

Print Name

Chief Insurance Officer

General Counsel

Title

Title

6/26/2025

6/25/2025

Date Signed

Date Signed

DocuSigned by:
Brian Newman
403904507200421

Signature

Brian Newman

Print Name

General Counsel

Title

6/30/2025

Date Signed

**ADDENDUM 1
PUBLIC RECORDS ADDENDUM (“ADDENDUM”)**

Company Name (“Vendor”): Trialnet, Inc. d/b/a Acuity Management Solutions, a subsidiary of Mitratach Holdings, Inc.
Agreement Name/Number (“Agreement”): 25-25-2003-00
Primary Vendor Contact Name: Madison Price
Telephone: 512-660-6559
Email: Maddison.price@mitratech.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 calendar (30) 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 checked="" 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.
<p>Or</p> <input type="checkbox"/> Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor WILL SUBMIT a Redacted Agreement and a Redaction Justification within thirty (30) calendar days of receipt of the fully executed Agreement. Citizens may post Vendor’s Redacted Agreement on its public website, or release it to any member of the public, without notice to Vendor. If Citizens receives a public records request for the Agreement, Citizens will provide only the Redacted Agreement and Redacted Justification to the requestor. Vendor acknowledges that, in the event of any legal challenge regarding these redactions, Vendor will be solely responsible for defending its position or seeking a judicial declaration.