



AGREEMENT FOR INVESTMENT ANALYTICS SOFTWARE SERVICES

This Agreement ("Agreement") is entered 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 **VENDOR NAME** ("**Vendor**" or "**Vendor Short Name**") having its principal place of business at **VENDOR ADDRESS**. Citizens and Vendor shall each be known as a "Party," and collectively shall be known as the "Parties."

Recitals

On **September 21, 2026**, Citizens issued an Invitation to Negotiate, No.: 26-0007 (the "Solicitation") for Investment Analytics Software Services ("Services"). 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. **Entire Agreement.** This Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. The parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference: **[This list of Attachments is a sample, Final List to be Updated during Negotiations and/or Finalization]**
 - a. Attachment 1 – Citizens' Terms and Conditions
 - b. Attachment 2 – Compensation Schedule
 - c. Attachment 3 – Scope of Work
 - d. Attachment 4 – Implementation Scope of Work
 - e. Attachment 5 – Data Security Attachment
 - f. Attachment 6 -- Order Form
 - g. Attachment 7 – Insurance
 - h. Exhibit 1 – Public Records Addendum

If there are conflicting provisions among the documents that make up the Agreement the order of precedence for interpretation of the Agreement is as listed above.

2. **Term and Renewal.**

- 2.1 **Term of Agreement.** This Agreement shall begin on March 15, 2027, and continue for three (3) years, unless otherwise terminated.

2.2 Renewal. This Agreement may be renewed for one (1), three (3) year renewal period.

3. **Contract Administrator**. 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.

4. **Contract Managers**. Citizens' and Vendor's Contract Managers are as follows:

Citizens' Contract Manager

Jonathan Norfleet, Investment Consultant
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303
321-537-1214
jonathan.norfleet@citizensfla.com

Vendor's Contract Manager

[Name]
[Company Name]
[Address]
[City, State Zip]
[Phone]
[Email]

Citizens and Vendor certify through their undersigned authorized agents that they have read this Agreement and agree to be bound by their terms and conditions.

**CITIZENS PROPERTY INSURANCE
CORPORATION**

VENDOR

SIGNATURE

SIGNATURE

TYPED NAME

TYPED NAME

TITLE

TITLE

DATE SIGNED

TYPED NAME

SIGNATURE

TITLE

DATE SIGNED

ATTACHMENT 1

CITIZENS' TERMS AND CONDITIONS

1. Contract Administration.

- a. Citizens has named a Contract Administrator who is responsible for maintaining 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.
- b. Each Party's Contract Manager shall oversee its respective performance and operations. All approvals, written or verbal, and all notices, shall be obtained by or sent to the parties' Contract Managers.
- c. Each Party shall provide prompt written notice to the other Party of any changes to its Contract Manager. Such changes do not require an amendment.
- d. Formal Changes. Either party may request a change to the Services if the change is within the general Scope of the Agreement. Vendor shall submit an estimate of any changes in price and any anticipated changes to the delivery schedule that will result from the proposed change. Except for Administrative Changes, the Agreement may only be modified upon a mutual written formal amendment signed by both parties.
- e. Administrative Changes. An Administrative Change can be used when there is (i) a change in the subcontractor or approval of subcontractors, (ii) changes in deliverables due dates that do not change the overall Agreement term or increase in the deliverable price or Agreement amount, or (iii) changes that do not affect the overall cost of the Agreement. All other changes require a formal amendment.
- f. All days in this Agreement are calendar days unless otherwise specified.

2. Services. "Services" means all services and deliverables to be provided by Vendor to Citizens under the Agreement, including certain hosted software and all other services necessary for productive use of such software including user identification and password change management, data import / export, monitoring, technical support, Enhancements, backup and recovery, and change management. If any service or deliverable is not specifically described in the 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.

3. Compensation.

- a. Invoices. Vendor must timely submit all invoices for Services or expenses, where permitted, in sufficient detail for a pre-audit or post-audit. The invoice must include a unique invoice number, be in US dollars, and be dated. Vendor shall submit the original invoice to Citizens' Contract Manager. All late payment inquiries must be submitted to the attention of Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 and must include sufficient information to allow Citizens staff to investigate and respond to the inquiry.
- b. Payment Processing. Citizens may request additional information to verify any compensation request. Payment is due within thirty (30) days of Citizens' receipt of a complete, undisputed invoice. Incomplete invoices will be returned for correction within thirty (30) days. If Citizens reasonably disputes part of an invoice, it will pay the undisputed portion and explain the dispute. Citizens is not liable for late payment

interest on incomplete or disputed invoices. All invoices must be submitted within twelve (12) months from the date Vendor was first entitled to submit the invoice.

- c. **Travel-related Expenses.** All travel-related expenses must be pre-approved in writing by the Citizens Contract Manager or designee and conform to Citizen's then current Vendor Travel Reimbursement Guidelines which are available at <https://www.citizensfla.com/b2b>.
- d. **No Additional Charges.** Citizens will only pay the compensation specified in the Agreement and any pre-approved travel expenses. Vendor may not bill Citizens for any other charges, expenses, or amounts related to the Services.
- e. **Right to Offset.** Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor.
- f. **Taxes.** Citizens is a State of Florida, legislatively created, governmental entity which is exempted from payment of Florida sales and use taxes and Federal excise taxes. The Vendor, however, shall not be exempted from paying any taxes that it is subject to, including Florida sales and use taxes, or for payment by the Vendor to suppliers for taxes on materials used to fulfill its contractual obligations with Citizens. The Vendor shall not use Citizens' exemption number in securing such materials. The Vendor shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

4. Vendor Staff Qualifications and Removal.

All employees, agents, subcontractors, and representatives who provide the Services ("Vendor Staff") must (i) be properly trained and qualified, and (ii) comply with all laws applicable to the Services. If Citizens determines that a Vendor Staff member is unsuitable for his or her role under the Agreement for any reason, Citizens has the right to remove that person and to require Vendor to promptly provide a qualified replacement reasonably acceptable to Citizens.

Citizens may require the Vendor to conduct a reasonable criminal background checks on Vendor Staff at Vendor's sole expense. The Vendor shall not assign any individual whose criminal background check indicates a lack of honesty or integrity or otherwise disqualified under 18 U.S.C. §1033 to perform Services.

- 5. **Service Warranty.** Vendor warrants that the Services will be performed in a professional manner in accordance with the Agreement and the standards prevailing in the industry. During the term of the Agreement and for one (1) year thereafter, Vendor shall: (i) promptly make necessary revisions or corrections to resolve any errors and omissions on the part of Vendor; and (ii) reasonably assist Citizens 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.

6. Termination and Transition Assistance.

- a. **Termination for Cause.** Either Party may terminate the Agreement for a material breach by the other Party. Before termination, the non-breaching Party must provide written notice of the breach and a reasonable cure period, generally ten (10) days. No cure period is required if cure is not feasible or has already been attempted. If the breach remains uncured and is not legally excusable, the non-breaching Party may declare default, terminate the Agreement, and pursue legal remedies. If later determined the Agreement was not in default or the default was excusable, termination will be treated as without cause.

- b. Termination without Cause. Citizens may terminate the Agreement at its sole discretion by giving thirty (30) days' written notice. Vendor will be paid for accepted Services performed through the termination date but may not recover wind-down costs, cancellation charges, or damages. Vendor has no reciprocal right to terminate without cause. Citizens may also require Vendor to provide Transition Assistance as described in the Agreement.
- c. Transition Assistance. Citizens may request Vendor to provide transition assistance ("Transition Assistance") until either (i) Citizens confirms it is no longer needed or (ii) 180 days after termination. Transition Assistance means services to ensure a smooth transfer of work to Citizens or a successor vendor, including a transition plan if requested. Vendor will cooperate with any successor vendor under an acceptable non-disclosure agreement. Vendor shall provide assistance before termination at no cost. Any post-termination assistance, if requested, shall be provided at the agreed upon rates. Transition services after termination due to Vendor's material breach shall be provided at no cost.

7. **Indemnification.** Vendor shall fully indemnify, defend, and hold harmless Citizens, its Board of Governors members, officers, agents, employees, and policyholders (each an "Indemnitee")), from any third-party claims, suits, actions, damages, liabilities,, losses, fines, penalties, fees, and costs (including reasonable attorneys' fees and related expenses) (collectively, "Claims") arising out of or relating to any act or omission of Vendor, its officers, directors, agents, employees, or vendors. Vendor shall not indemnify any portion of a Claim proximately caused by an Indemnitee's negligent act or omission or an Indemnitee's misuse or modification of the Services.

If any portion of the Services is adjudged to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other intellectual property right, or Vendor is enjoined from providing such Services and the injunction is not lifted within thirty (30) days, Vendor shall, at its expense: (i) obtain for Citizens the right to continue using the Services; (ii) modify or replace Services to provide Citizens with a functional equivalent; or (iii) if neither option is commercially reasonable, Vendor shall reimburse Citizens any prepaid fees and all costs of transitioning the Services to an alternative Vendor.

Without limiting this indemnification requirement, Citizens may provide the Vendor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Vendor's sole expense, and (iii) assistance in defending the action at the Vendor's sole expense.

Vendor shall not indemnify any portion of a Claim proximately caused by an Indemnitee's negligent act or omission or an Indemnitee's misuse or modification of the Services. 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 the Agreement or otherwise.

This section shall survive the termination of the Agreement.

8. **Limitations of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECULATIVE OR REMOTE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT. NOTHING IN THE AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE LIMIT ON CITIZENS' LIABILITY FOR TORT CLAIMS UNDER §768.28, FLORIDA STATUTE, OR CITIZENS' IMMUNITY UNDER §627.351(6), FLORIDA STATUTES.

9. Insurance

- a. During the term of the Agreement, Vendor and its subcontractors will maintain, at no expense to Citizens, such insurance coverages as are considered reasonable and customary for similarly-sized companies in Vendor's line of business which may be further modified in an attachment to the Agreement.
- b. Proof of Coverage. Within thirty (30) days of request, Vendor must provide current certificates of insurance to Citizens as evidence that these coverages are in place.

10. Intellectual Property.

- a. Unless otherwise specified in the Agreement, the Vendor's intellectual property rights that preexist this Agreement will remain with the Vendor. Intellectual property rights to all property created or otherwise developed by Vendor specifically for Citizens will be owned by Citizens.
- b. If the Vendor provides a deliverable or service under the Agreement that contains or otherwise utilizes intellectual property controlled by the Vendor, the Vendor shall grant Citizens a royalty-free, paid-up, nonexclusive, perpetual license to use, modify, reproduce, distribute, publish or release to others, such Vendor-controlled intellectual property solely for use in connection with the deliverables or services under the Agreement. This Section shall survive the termination of the Agreement.

11. Deliverables and Financial Consequences. If Vendor fails to provide a Deliverable materially in accordance with the Agreement, Citizens may enforce financial consequences including: (a) withholding payment associated with the Deliverable until such delivery is made, and (b) any other rights and remedies available to Citizens under the Agreement.

12. Corrective Action Plan. If Citizens identifies a material deficiency in Vendor's performance of this Agreement, and without limiting any other remedies, 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; (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.

13. Continuing Oversight Team. If a Continuing Oversight Team has been established in accordance with s. 287.057(26), F.S., Vendor's Contract Manager will attend the initial meeting of the Continuing Oversight Team (in person or remotely) and will respond to any written questions from the Continuing Oversight Team within ten (10) business days. In such case, a representative of the Contractor must also be made available to members of the Continuing Oversight Team for at least one (1) meeting every calendar quarter (in person or remotely) to respond to any questions or requests for information from the Continuing Oversight Team concerning Contractor performance.

14. Disputes; Venue and Jurisdiction. Each Party will make a good faith effort to resolve any disputes relating to the Agreement prior to commencing a legal action. The Agreement shall be subject to, and governed by, the laws of the State of Florida. Each Party hereby consents and submits to the exclusive venue and jurisdiction of the Circuit Court of Leon County, Florida, and waives any defense based on inconvenient forum or lack of personal jurisdiction. The Parties also agree to waive any right to jury trial. This section shall survive the termination of the Agreement.

15. **Record Retention.** Vendor shall retain all records relating to the Agreement for five (5) years after the termination of the Agreement or as necessary to comply with Florida Law.
16. **Right to Audit and Inquire.** Upon reasonable advance notice, Vendor shall (a) provide Citizens with access to facilities and records reasonably necessary to verify compliance with the Agreement, and (b) cooperate in good faith with inquiries from Citizens' Office of Internal Audit or Office of the Inspector General. Vendor will use commercially reasonable efforts to address any deficiencies identified during an audit within a mutually agreed timeframe. Citizens may conduct follow-up reviews to confirm corrective actions. Any third-party auditor engaged by Citizens shall agree to maintain Vendor's proprietary information in confidence, except as required by law.

If an investigation determines material non-compliance resulting in termination for cause or regulatory/criminal penalties, Vendor will reimburse Citizens for reasonable, documented costs directly related to such investigation.

17. **Privacy and Security Review.** Citizens may review Vendor's privacy and security controls before Services commence and periodically during the term. Such review may include on-site assessments or completion of a security questionnaire. Vendor will complete any requested questionnaire within thirty (30) days of receipt. Unless waived by Citizens' Contract Manager, Vendor shall also submit to Citizens via email to Citizens' Contract Manager or designee a copy of its annual American Institute of Certified Public Accountants Service Organization Control (SOC) 1 type 2 report or SOC 2 type 2 report (for all Trusted Services Principles) relevant to the Services, such relevancy as solely determined by Citizens. The reports must be sent for each calendar year during the term of the Agreement and be delivered no later than the end of each calendar year.

Vendor shall be responsible for ensuring that any subcontractors, agents, or third parties engaged by Vendor in connection with the Services implement and maintain privacy and security controls that are no less protective than those required of Vendor under this Agreement. Vendor shall remain fully responsible and liable for the acts and omissions of its subcontractors in connection with the Services.

18. **Public Records Laws.** Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes, (collectively, "Florida's Public Records Laws"). Therefore, any information provided to Citizens or maintained by Vendor in connection with the Agreement may be subject to disclosure to third parties.

(a) Protection of Vendor's Confidential Information. Florida Statutes allow for various protection of Vendor's trade secrets and financial information. In order to protect any information provided to Citizens that Vendor considers to be protected from disclosure under Florida law ("Vendor's Confidential Information"), Vendor should clearly label and mark each page or section containing such information as "Confidential," "Trade Secret" or other similar designation. If Citizens receives a public records request or a request from any regulatory or legislative ("Records Request") entity regarding Vendor's Confidential Information, it shall promptly notify Vendor in writing. To the extent permitted by law, Citizens shall not produce Vendor's Confidential Information unless authorized by Vendor, or by order of a court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Vendor Confidential Information, the Parties agree that Citizens is authorized to deliver Vendor's Confidential Information to the court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor's Confidential Information is confidential or exempt from disclosure or production pursuant to Florida's Public Records Laws, then Vendor shall be solely responsible for defending its position or seeking a judicial declaration. Nothing in the Agreement shall create an obligation for Citizens to defend

or justify Vendor's position. Vendor also agrees to reimburse Citizens for any attorneys' fees, costs, and expenses incurred by Citizens or awarded against Citizens in any legal proceeding in which the issue is a third party's challenge to Vendor's assertion of an exemption under Florida's Public Records Laws. Vendor agrees to assist Citizens in responding to any Records Request in a prompt and timely manner consistent with Florida's Public Records Laws.

(b) Additional Duties. If Vendor is "*acting on behalf of*" Citizens as provided under Section 119.011(2), Florida Statutes, Vendor must also: (a) keep and maintain public records required by Citizens to perform the Services; (b) upon request of Citizens' Records Custodian, provide Citizens with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, for the duration of the term of the Agreement and following the completion of the Agreement if Vendor does not transfer the records to Citizens; and, (d) upon completion of the Agreement, transfer at no cost to Citizens all public records in possession of Vendor or, alternatively, Vendor may keep and maintain all records required by Citizens to perform the Services. If Vendor transfers all public records to Citizens upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to Citizens, upon request by Citizens' Records Custodian, in a format that is compatible with the information technology systems of Citizens.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO 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.

VENDOR WILL HOLD CITIZENS HARMLESS FROM ANY ACTIONS RESULTING FROM VENDOR'S NON-COMPLIANCE WITH FLORIDA'S PUBLIC RECORDS LAWS. Without limiting Citizens' other rights of termination as further described in the Agreement, Citizens may unilaterally terminate the Agreement for refusal by Vendor to comply with this Section unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

This Section shall survive the termination of the Agreement.

- 19. Ability to Perform.** 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 obligations under this Agreement. During the term of the Agreement, Vendor shall immediately notify Citizens Contract Administrator of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its obligations under this Agreement. In any case where Citizens is concerned with Vendor's ability or willingness to perform Vendor shall timely provide Citizens with all reasonable

assurances requested by Citizens to demonstrate that Vendor will continue to be able and willing to perform the Agreement.

20. **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. Vendor shall provide a copy of said plan to Citizens upon request.
21. **Independent Vendor.** Vendor is an independent vendor with no authority to contract for Citizens or in any way to bind or to commit Citizens to any agreement of any kind. 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 vendor, Citizens shall carry no Workers' Compensation insurance or any health or accident insurance to cover Vendor or Vendor's Staff. Citizens shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship.
22. **Vendor Conflicts of Interests.** Vendor must execute a Conflict of Interest Form as reasonably required by Citizens from time to time. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Contract Manager 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.
23. **No Gifts.** Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee. Furthermore, to the extent Vendor interacts with a Citizens policyholder as part of the Services, Vendor shall not accept a gift from such policyholder in connection with the Services that is, or could be interpreted to be, intended to influence the handling of the policyholder's business with Citizens or could be interpreted as an expression of gratitude for such acts.
24. **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.
25. **Compliance with Laws.** Vendor will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under the Agreement. This includes maintaining all other necessary permits or licenses from federal, state, and local regulatory/licensing authorities.
26. **Compliance with Information Accessibility Standards.** To the extent the Services include providing Citizens or any third-party with access to website content, Agreement shall: (i) comply with the then current version of the Web Content Accessibility Guidelines; (ii) comply with any additional accessibility standards legally required on or after the Effective Date; and (iii) be able to produce a Voluntary Product Accessibility Template for review by Citizens on an as-requested basis. If at any time Vendor is not in compliance with the accessibility standards required hereunder, Vendor shall make commercially reasonable efforts to correct the underlying deficiency, and the indemnity provisions of the Agreement shall apply.
27. **Subcontracting.** Vendor shall not enter into any subcontracts for the performance of the Services without Citizens' prior written consent and any attempt to do so shall be void and

without effect. Vendor's use of any subcontractors in the performance of the Services shall not relieve Vendor of any of its obligations under the Agreement.

28. **Third Parties.** Citizens shall not be deemed to assume any liability for the acts, failures to act or negligence of the Vendor, its agents, servants, and employees. The Vendor shall not disclaim its own negligence to Citizens or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Citizens consents to a subcontract, the Vendor will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.
29. **Severability.** If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
30. **Use of Names and Logos.** Vendor may use Citizens' name and logo in its marketing materials, website, and social media to indicate that it is a participating or contracted vendor for Citizens. However, Vendor may not in any way state, imply or infer that it holds a "preferred," "approved," "awarded," or other special status with Citizens in any such materials. Citizens reserves the right to determine whether its name and/or logo have been misused and to prohibit the continuation of such use. Failure to comply may result in corrective action, up to and including termination. Vendor may only use the approved Citizens logo, which may be obtained by sending a request via email to: newsroom@citizensfla.com.
31. **Waiver.** The delay or failure by a Party to exercise or enforce any of its rights under the Agreement shall not be deemed a waiver of the Party's right thereafter to enforce those rights.
32. **Assignments.** This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each Party, provided, however, that Vendor shall not sell, assign or transfer any of its rights (including rights to payment) or obligations under the Agreement without the prior written consent of Citizens. In the event of any assignment, Vendor shall remain liable for performance of the Agreement unless Citizens expressly waives such liability.
33. **Notice of Changes in Ownership.** Any transfer of a substantial interest in Vendor by any of its owners shall require notice to Citizens prior to the transfer. 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.
34. **Force Majeure.** Neither Party shall be responsible for delays or disruptions in performance if the cause of the delay or disruption was beyond that Party's reasonable control (or the reasonable control of its employees, subcontractors, or agents) and was not occasioned by the fault or negligence of the delayed or disrupted Party. In no case shall Vendor's labor matters, such as strikes or availability of subcontractors, if any, be considered a force majeure event in and of itself. Further, this section may not be invoked to excuse or delay Vendor's compliance with its obligations to protect Citizens Confidential Information. To be excused from delays or disruptions hereunder, Vendor must promptly notify Citizens in writing of the delay or disruption. If the delay or disruption is justified,

Citizens will give Vendor a reasonable extension of time to perform; provided, however, that Citizens may elect to terminate the Agreement in whole or in part if Citizens determines, in its sole judgment, that such a delay or disruption will significantly impair the value of the Agreement to Citizens. THE FOREGOING EXTENSION OF TIME SHALL BE VENDOR'S SOLE REMEDY WITH RESPECT TO FORCE MAJEURE EVENTS. Vendor shall not be entitled to any increase in price or payment of any kind from Vendor for direct, indirect, consequential, or other costs or damages arising because of such delays or disruptions. If a force majeure event results in a partial reduction in Vendor's capacity to serve its clients, Vendor agrees that Citizens will receive the same or better priority as Vendor's other clients with respect to the allocation of Vendor's resources.

35. **Execution in Counterparts.** This Agreement and any amendments related to the Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature.
36. **Warranty of Authority to Sign.** Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

ATTACHMENT 3

SCOPE OF WORK - SaaS

1. **Definitions.** The following terms shall have the following meanings and their definitions shall apply and prevail over any other definitions for the defined terms.
 - 1.1. "Agreement" means the Agreement, any exhibits, schedules, attachments, addenda, and amendments thereto.
 - 1.2. "Authorized User" means Citizens' employees, agents, contractors, Electronic Persons, RPA Bots, and other individuals or systems that Citizens authorizes to access the Services for Citizens internal business purposes.
 - 1.3. "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
 - 1.4. "Discovery" or "Discovery Phase" means the limited set of professional services performed prior to Implementation for the purpose of assessing requirements and readiness for Implementation, as expressly described in the Agreement. [Discovery excludes configuration, customization, integration, data migration, or deployment of the Services into a production environment.]
 - 1.5. "Documentation" means product specifications, operation manuals, user guides, and other related information and documentation, including any Services descriptions, whether in print or electronic form, provided to Citizens for use with the Services or any component thereof, including all updates, revisions, or additions thereto.
 - 1.6. "Effective Date" means the date on which the last Party executes this Agreement.
 - 1.7. "Electronic Person" means any computer-based system capable of making smart autonomous decisions or otherwise interacting with the software independently.
 - 1.8. "Enhancements" means all modifications, patches, updates, upgrades, improvements, new releases, revisions, corrections and versions to the Services, no matter how numbered or named.
 - 1.9. "Implementation" means the Vendor's provision of the specific professional services required to configure and deploy the Services for initial production use by Citizens. Implementation occurs after the Discovery Phase and only as expressly described in a mutually executed Attachment 4 (Implementation Scope of Work). Implementation excludes Discovery Phase activities, ongoing support, Maintenance, and Services provided after production acceptance.
 - 1.10. "Order Form" means Attachment 6 (Order Form) that identifies specific products or Services purchased under the Contract, which may be incorporated as part of initial Agreement execution or through formal contract amendment after the Discovery Phase.
 - 1.11. "Production" or "Production Environment" means the live operational environment in which the Services are fully provisioned, deployed, and made available to Authorized Users for Citizens' actual, day-to-day business use following completion of Implementation and Citizens' acceptance of the Services in accordance with the Agreement.

- 1.12. "Service Credit," as further described in Section 4.8, means the credits due to Citizens in the case that Vendor does not meet the associated Service Level Standard.
- 1.13. "Services" means all services and deliverables to be provided by Vendor to Citizens under the Agreement, including certain hosted software and all other services necessary for productive use of such software including user identification and password change management, data import / export, monitoring, technical support, Enhancements, backup and recovery, and change management. If any service or deliverable is not specifically described in the 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.
- 1.14. "RPA Bot" means robotic process automation ("RPA") tools that perform "if, then, else" statements on structured data, typically using a combination of user interface interactions or by connecting to application program interfaces to drive client computing platforms or processes.
- 1.15. "Vendor Staff" means any of Vendor's employees, agents, subcontractors, or representatives who: (a) provide the Services; or, (b) have access to Citizens Confidential Information or Citizens Data.
- 1.16. "Work Product" means each Deliverable and any drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, material, negative, report, finding, recommendation, data and memorandum of every description, created for Citizens under this Agreement and shared with or delivered to Citizens by Vendor or Vendor Staff in the course of performing this Agreement.

2. Services. As further described in Exhibit 1 to this Attachment 3 ("Exhibit 1"), Vendor shall provide the following Services.

- 2.1. Software-as-a-Services. Vendor shall provide a complete Software-as-a-Service (SaaS) solution as described in this Agreement, including hosted, cloud-based software as well as access, implementation (data migration, custom integration vs data configuration), maintenance, training, and support Services. The Services shall materially conform to the Documentation and Order Form and include the high-level functionality as further described in Exhibit 1.
- 2.2. Subscription Fees. Citizens shall not be responsible for payment of any subscription fees until Citizens has accepted the Services for Production in accordance with a mutually executed Attachment 4 (Implementation Scope of Work).
- 2.3. Subcontractors. Vendor shall not enter into any additional subcontracts for the delivery of the Services without Citizens' prior written consent and any attempt to do so shall be void and without effect. Citizens' consent to Vendor's request to subcontract delivery of any of the Services shall not relieve Vendor of any of its duties or obligations under the Agreement, and Vendor shall indemnify and hold Citizens harmless from any payment required to be paid to any such subcontractors.
- 2.4. Changes in Functionality. Where Vendor materially diminishes functionality in any

part of the Services, Citizens shall have the right, in addition to any other rights and remedies available under the Agreement, at law, or in equity, at Citizens' sole election: (a) to immediately terminate the Agreement, in whole or in part; (b) to a return of any prepaid Services Fees associated with the diminished functionality; or, (c) in the case that Vendor has introduced the diminished functionality into other services offered by Vendor, to access and use such other services at no additional charge, with the same rights, obligations, and limitations as for the Services.

- 2.5. No Effect of Click-Through Terms and Conditions. Where an Authorized User is required to "click through" or otherwise accept or made subject to any online terms and conditions in accessing or using the Services, such terms and conditions are not binding and shall have no force or effect as to the Services or the Agreement.
- 2.6. Agile Delivery of Implementation Services. Project requirements and work schedules of Citizens may evolve and, therefore, Vendor will be expected to deliver any Implementation Services in a flexible, iterative, transparent, and collaborative manner. Citizens expects to have daily visibility into the Implementation Services and an ongoing opportunity to provide contemporaneous and retrospective feedback. Citizens' work schedule and timing of Deliverables associated with any Implementation Services may require Changes to the Implementation Services that are within the general scope of Exhibit 1 and may be adjusted in accordance with Section 7. Changes of this Agreement.
- 2.7. Agile Performance. Vendor acknowledges that the Services are an integral part of one or more broader projects within Citizens. Project requirements and work schedules of Citizens may evolve over time, and therefore Vendor will be expected to perform the Services in a flexible, iterative, transparent, and collaborative manner. Citizens expects to have daily visibility into the Services and an ongoing opportunity to provide feedback. Citizens work schedule and timing of Deliverables may require Changes to the Services that are within the general scope of this Agreement and may be adjusted in accordance with Section 7.1 of this Agreement.
- 2.8. Process and System Requirements. Within thirty (30) calendar days of execution of the Agreement, at its own cost and expense, Vendor shall have in place and ready for use all the appropriate processes, systems, software, and hardware to ensure its ability to deliver the Services. Vendor agrees to execute any third-party agreements to permit it to obtain any necessary access to Citizens' systems. Upon request by Citizens, Vendor shall provide Citizens with proof that it meets all the requirements of this provision prior to providing Services.
- 2.9. Vendor Staff Qualifications and Removal. All Vendor Staff shall be properly trained and qualified. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualification to Citizens. All Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling statutes, laws, and regulations relevant to the Services.
- 2.10. If Vendor knows or learns of circumstances indicating that a Vendor Staff member (i) lacks the proper training or qualifications to perform the Services; or, (ii) is lacking in honesty or integrity, then Vendor will not allow that person to perform Services under this Agreement. Further, if Citizens determines that a Vendor Staff member is unsuitable for his/her role under this Agreement for any reason, including but not limited to knowledge, skills, experience, abilities, academic qualifications, credentialing, licensure, veracity, or conduct, Citizens has the right

to disallow that person from performing in such role and to require Vendor to promptly provide a qualified replacement reasonably acceptable to Citizens.

- 2.11. Audit Rights of Vendor. Vendor shall have no right to conduct an on-premises audit of Citizens' compliance with the use of the Services. No more than once annually, Vendor shall have the right to request from Citizens a certification of compliance with the permitted number of Authorized Users described in Exhibit 1. Where the actual number of users exceeds the permitted number of Authorized Users, Citizens, at Citizens' sole election shall, within thirty (30) business days: (a) reduce the actual number of users so as to be in compliance with the permitted number of Authorized Users in which case no additional Services Fees shall be due to Vendor; or, (b) acquire the appropriate number of Authorized Users at the rate(s) specified in Exhibit 1 so as to be in compliance with the permitted number of Authorized Users.

3. Discovery.

- 3.1. Discovery Phase. Before Implementation begins and before Citizens becomes obligated for any subscription fees, the parties will conduct a discovery phase ("Discovery Phase"). During the Discovery Phase, the parties will meet to confirm elements necessary for a successful implementation such as project roles, resource requirements, technical constraints, assumptions, product expectations, deliverables, training plans, and costs.
- 3.2. Fees. Discovery will be provided at **[the rates]**
- 3.3. Implementation Statement of Work Development. As part of the Discovery Phase, Vendor shall develop an Implementation Statement of Work. Vendor shall develop the statement of work based on discussions with Citizens throughout the Discovery Phase. The Implementation Statement of Work must clearly establish the following: (i) roles and responsibilities of both parties; (ii) baseline success criteria; (iii) phases and standards for development, testing, and acceptance of deliverables; (iv) a payment schedule tied to acceptance of deliverables; (v) assumptions and dependencies; (vi) training and knowledge transfer for Authorized Users and IT personnel; and (vii) a governance and change control process. The Implementation Statement of Work is subject to Citizens' review and approval. Vendor shall provide the Implementation Statement of Work for review by Citizens on a timeframe agreed by the parties.
- 3.4. Decision to Implement. At the end of the Discovery Phase, and on a date mutually agreed by the parties, Citizens will determine whether to Implement the Services (the "Go/No-Go" decision) and will provide written notice of its decision to Vendor. If Citizens elects to proceed with Implementation, the parties shall sign the approved Implementation Statement of Work for incorporation into the Agreement as Attachment 4. If Citizens elects not to proceed for any reason, the Agreement will be terminated and Citizens sole payment obligation under the Agreement is the hourly fees for Services performed during the Discovery Phase.

4. Terms of Service.

- 4.1. Key Vendor Staff Resources. Contractor shall provide the following key Vendor Staff resources: **[List all key resources, if any to be provided by Vendor]. Any**

alternative or substituted key Vendor Staff resources will require prior written approval by Citizens' Contract Manager or designee.]

- 4.2. Authorized Users; Authorized Uses. Unless otherwise limited in Exhibit 1, Vendor grants Citizens a renewable, irrevocable (unless as provided for herein), nonexclusive, royalty-free, and worldwide right for any Citizens' agent, auditor, contractor, Electronic Person, employee, process, policyholder, RPA Bot, system, vendor, or any other individual, entity, system, or process authorized by Citizens, (each, an "Authorized User") to access and use the Services, including as follows:
- 4.2.1. using the Services for any legitimate business purpose regardless of such use being described or not described in the Documentation so long as Citizens is otherwise compliant with the Agreement;
 - 4.2.2. interacting with the functionality of the Services for storing, processing, and accessing Citizens Data, and otherwise receiving benefit of the Services through such interaction;
 - 4.2.3. using the Services interfaced with any process or system that Citizens now uses or may hereafter use;
 - 4.2.4. using the Services without regard to the method of access, such as through a web browser, mobile application, remote desktop, or similar interface form on any compatible computing device, owned or operated by or on behalf of Citizens or an Authorized User; and,
 - 4.2.5. using and copying the Documentation as necessary to support Citizens' use of the Services including incorporating elements of the Documentation into any training or reference materials used by Citizens, provided that the copyright notices and other proprietary rights legends of Vendor are included on each copy, or any portion thereof, of the Documentation contained in any such training or reference materials.
- 4.3. Changes in Number of Authorized Users. Citizens agrees to subscribe the initial number of Authorized Users described in Exhibit 1 (the "Minimum Commitment"). Citizens is entitled to increase or decrease the number of Authorized Users on an as-requested basis; provided, however, that Citizens agrees to maintain the Minimum Commitment unless the Parties otherwise agree to adjust the Minimum Commitment through an amendment to Exhibit 1. Unless otherwise provided for in Exhibit 1 and subject to the Minimum Commitment, if Citizens elects to change the number of Authorized Users, Vendor shall reduce or increase the number of Authorized Users and adjust the Services Fees accordingly no later than five (5) business days from Citizens' written request via a formal amendment. Citizens shall also be entitled without charge to exchange one Authorized User for another as often as necessary for Citizens' business purposes.
- 4.4. Storage. The Services include unlimited storage unless a specific storage limit is identified in Exhibit 1. If storage is not unlimited, Vendor shall immediately notify Citizens when Citizens has reached eighty percent (80%) of Citizens' then-current data storage maximum. Within twenty-four (24) hours of Citizens' request, Vendor shall make additional data storage available to Citizens at the rates described in the Exhibit 1.
- 4.5. Development and Test Environments. In addition to Production use of the Services,

Vendor shall provide Citizens, at no additional charge, at least one development and one test environment for use by Authorized Users. Each non-production environments shall have the same data storage and processing capacities as the Production environment. Vendor shall cooperate with Citizens' requests in managing the non-production environments without additional charge such as refreshing Citizens Data upon request.

- 4.6. Documentation. Vendor represents that the Services descriptions and the Documentation in Exhibit 1 accurately and reasonably describe the functionality and features of the Services as of the Effective Date. The Documentation shall at all times be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to the access and use of the Services. Vendor grants the right to use and copy Documentation as necessary to support Citizens' use of the Services, including the right to incorporate portions of the Documentation into training or reference materials, provided that copyright notices and other proprietary rights legends are retained in such materials.
- 4.7. Control and Location of Services. The method and means of delivering the Services shall be under the exclusive control, management, and supervision of Vendor, giving due consideration to the requests of Citizens. Except as otherwise specified in Exhibit 1, the Services shall be provided solely from within the continental United States and on computing, network, and data storage devices residing therein.
- 4.8. Offensive or Disparaging Content. If Citizens notifies Vendor that content within the Services is offensive or portrays Citizens in a disparaging way, Vendor shall, as commercially reasonable, remove such content.
- 4.9. Maintenance. Vendor shall provide bug fixes, corrections, and Enhancements to the Services to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services is in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in this Agreement and the Documentation; (c) the Service Level Standards can be achieved; and, (d) the Services work with the then-current version and the three prior versions of Google Chrome, Microsoft Edge, Microsoft Internet Explorer, and Mozilla Firefox Internet browsers. All costs associated with maintenance are included in the subscription fees specified in the Order Form.
 - 4.9.1. Required Notice of Maintenance. Unless as otherwise agreed to by Citizens on a case-by-case basis, Vendor shall provide no less than thirty (30) calendar days' prior written notice to Citizens of all non-emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, Vendor shall provide as much prior notice as commercially practicable to Citizens and shall provide a detailed description of all maintenance performed no greater than five (5) calendar day following the implementation of the emergency maintenance.
 - 4.9.2. Acceptance of Non-Emergency Maintenance. Unless as otherwise agreed to by Citizens on a case-by-case basis, for non-emergency maintenance,

Citizens shall have a ten (10) business day period to test any maintenance changes prior to Vendor introducing such maintenance changes into production (the "Maintenance Acceptance Period"). In the event that Citizens rejects, for good cause, any maintenance changes during the Maintenance Acceptance Period, Vendor shall: (a) not introduce such rejected maintenance changes into production; or, (b) provide the capability for Citizens to "opt out" of the rejected maintenance changes while still being able to utilize the accepted maintenance changes. At the end of the Maintenance Acceptance Period, if Citizens has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by Citizens and Vendor shall be entitled to introduce the maintenance changes into a production environment.

4.10. Service Level Standards.

4.10.1. Description. In addition to all other requirements in this Agreement, Vendor shall use reasonable and good faith efforts to meet the Service Level Standards set forth Exhibit 1.

4.10.2. Reports. On a monthly basis, in arrears and no later than the fifteenth (15th) calendar day of the month following the reporting month, Vendor shall provide reports to Citizens describing the performance of the Services as compared to the Service Level Standards. The reports shall be in a form reasonably acceptable to both parties and include at a minimum: (a) actual performance compared to each Service Level Standard; (b) a brief explanation for any failure to meet a Service Level Standard; (c) the remedial actions Vendor has undertaken or will undertake to address the failure; and, (d) any Service Credit due to Citizens. Vendor and Citizens will meet as often as reasonably requested by Citizens to review Vendor's performance as it relates to the Service Level Standards. Vendor shall, without charge, make Citizens' historical Service Level Standard reports available to Citizens upon request.

4.10.3. Failure to Meet Service Level Standards. Time is of the essence in meeting the Service Level Standards. If Vendor does not meet a Service Level Standard, Vendor shall calculate and issue the applicable Service Credits on a timeframe reasonably acceptable to both parties. The Service Credits are intended only to cover the diminished value of a Service that is delivered to Citizens. The acceptance of a Service Credit does not waive Citizens' right to pursue other remedial actions or claims under this Agreement. Notwithstanding the issuance of a Service Credit, Vendor will use its best efforts to minimize the impact or duration of any outage, interruption or degradation of Service. In no case shall Citizens be required to notify Vendor that a Service Credit is due as a condition of payment of the same.

4.10.4. Termination for Repeated Failures. Citizens shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Contractor fails to meet any Service Level Standard for four (4) months out of any rolling twelve (12) month period.

4.11. Process and System Requirements. Within thirty (30) calendar days of execution

of the Agreement, at its own cost and expense, Vendor shall have in place and ready for use all the appropriate processes, systems, software, and hardware to ensure its ability to perform Services. Vendor agrees to execute any third-party contracts to permit it to obtain access to Citizens' systems. Upon request by Citizens, Vendor shall provide Citizens with proof that it meets all the requirements of this provision prior to performing Services.

5. Support.

5.1. Technical Support. In addition to all other requirements in this Agreement, Contractor shall use reasonable and good faith efforts to provide the support services set forth Exhibit 1. The Service Fees shall be inclusive of the fees for the Technical Support.

5.2. Maintenance. Vendor shall provide bug fixes, corrections, and Enhancements to the Services to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services is in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit 1 and the Documentation; (c) the Service Level Standards can be achieved; and, (d) the Services work with the then-current version and the three prior versions of Google Chrome, Microsoft Edge, Microsoft Internet Explorer, and Mozilla Firefox Internet browsers. The Services Fees shall be inclusive of the fees for maintenance.

5.2.1. Required Notice of Maintenance. Unless as otherwise agreed to by Citizens on a case-by-case basis, Vendor shall provide no less than thirty (30) calendar days' prior written notice to Citizens of all non-emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, Vendor shall provide as much prior notice as commercially practicable to Citizens and shall provide a detailed description of all maintenance performed no greater than five (5) calendar day following the implementation of the emergency maintenance.

5.2.2. Acceptance of Non-Emergency Maintenance. Unless as otherwise agreed to by Citizens on a case-by-case basis, for non-emergency maintenance, Citizens shall have a ten (10) business day period to test any maintenance changes prior to Vendor introducing such maintenance changes into production (the "Maintenance Acceptance Period"). In the event that Citizens rejects, for good cause, any maintenance changes during the Maintenance Acceptance Period, Vendor shall: (a) not introduce such rejected maintenance changes into production; or, (b) provide the capability for Citizens to "opt out" of the rejected maintenance changes while still being able to utilize the accepted maintenance changes. At the end of the Maintenance Acceptance Period, if Citizens has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by Citizens and Vendor shall be entitled to introduce the maintenance changes into a production environment.

5.3. Implementation Services. Vendor shall provide the Implementation Services, if any,

described in Attachment 4. The Services Fees for any Implementation Services shall be described in Exhibit 1.

6. Training Services. Vendor shall provide the Training Services, if any, described in Attachment 2. The Services Fees for any Training Services shall be described in Attachment 2.

7. **Service Warranties.**

- 7.1. Mutual. Citizens and Vendor represent and warrant that:

- 7.1.1. it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- 7.1.2. it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under the Agreement;
- 7.1.3. the execution and performance of the Agreement has been duly authorized by it and the Agreement constitutes the legal, valid, and binding contract of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;

- 7.2. By Vendor. Vendor represents and warrants that:

- 7.2.1. it is in the business of providing the Services;
- 7.2.2. the Services are fit for the ordinary purposes for which they will be used;
- 7.2.3. it knows the particular purpose for which the Services are required by Citizens;
- 7.2.4. it is possessed of superior knowledge with respect to the Services;
- 7.2.5. it acknowledges that Citizens is relying on its representation of its experience and expert knowledge, and that any substantial misrepresentation may result in damage to Citizens;
- 7.2.6. it is the lawful licensee or owner of the Services (excluding any Citizens Data therein) and has all the necessary rights in the Services to grant the use of the Services to Citizens;
- 7.2.7. the Services and any other work performed by Vendor hereunder does not and will not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third-party, and that it has neither assigned nor otherwise entered into an contract by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under the Agreement;
- 7.2.8. it shall disclose any third-party (which shall, for purposes of the Agreement, be deemed a subcontractor) whose intellectual property is incorporated into the Services or who is necessary for the delivery of the Services and it shall maintain in-force written contracts with such third-party, if any, for the term

of the Agreement;

- 7.2.9. it will use its best efforts to ensure that no computer viruses, malware, ransomware, or similar items (collectively, a "Virus") are introduced into Citizens' computing and network environment by the Services, and that, where it transfers a Virus to Citizens through the Services, it shall reimburse Citizens the actual cost incurred by Citizens to remove or recover from the Virus, including the costs of persons employed by Citizens;
- 7.2.10. the Services are free of any mechanism which may disable the Services and Vendor warrants that no loss of Citizens Data will result from such items if present in the Services;
- 7.2.11. in the case of Citizens' reasonable dispute of any Vendor invoice, it shall not withhold the performance of Services, including, without limitation, access and use of the Services, Technical Support, Maintenance, and extract of Citizens Data;
- 7.2.12. The Documentation reasonably describes the functionality and features of the Services and,
- 7.2.13. the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in this Contract and the Documentation.
- 7.3. By Citizens. Citizens represents and warrants that:
 - 7.3.1. Citizens owns or has acquired the necessary rights to provide Citizens Data to Vendor for the sole purpose of delivering the Services;
 - 7.3.2. to the best knowledge of Citizens, Citizens Data does not and will not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third-party; and,
 - 7.3.3. as of the Effective Date, Citizens is not aware of any third-party claim contesting Citizens' right and authority to provide Citizens Data hereunder.
- 7.4. The warranties set forth in the Agreement are in addition to, and not in lieu of, any warranties implied by law, to the extent not disclaimed by applicable law, and shall survive acceptance of the Services.

ATTACHMENT 5 DATA SECURITY

1. **Definitions.**

- a. **“Citizens Confidential Information”** means any information pertaining to (i) Citizens’ systems, business practices or procedures, (ii) Citizens’ insurance applications, policies or claims, (iii) Citizens’ applicants, policyholders, vendors, employees or agents, (iv) Citizens’ Electronic Data, or (v) any other information in possession of Vendor under the Agreement that should reasonably be recognized as sensitive or confidential information, whether marked “Confidential” or not. Citizens Confidential Information does not lose its designation as confidential information simply because some or all of the information could be made publicly available through a public records request or otherwise.
- b. **“Citizens Electronic Data”** means any data relating to Citizens’ applicants, policyholders, employees, agents or business operations that: (a) is entered into a system or database provided by Vendor for Citizens under the Agreement; or (b) results from the processing or transforming of such data entries into Vendor’s system to the extent accessible by Citizens. All Citizens Electronic Data constitutes Citizens Confidential Information.
- c. **“AI Technology”** means any system or service consisting of one or more: (i) algorithms or models employing statistical learning, deep learning or machine learning (including large language models); (ii) neural networks; (iii) software implementations of any of the foregoing; (iv) related hardware or equipment; and (v) other technologies marketed or labeled as Artificial intelligence where such system or service is capable of generating predictions, recommendations, or various types of content (including
- d. **“Security Incident”** means any confirmed or reasonably suspected unauthorized access to, acquisition of, or disclosure of Citizens Confidential Information, or any event that compromises the confidentiality, integrity, or availability of Citizens Confidential Information.

2. **Protection of Citizens Confidential Information.**

- a. Ownership. Citizens retains all right, title, and interest in and to all Citizens Confidential Information.
- b. Obligation of Confidentiality. Vendor shall keep all Citizens Confidential Information strictly confidential and shall not disclose it except as permitted under this Agreement.
- c. Scope of Confidentiality. Vendor shall limit access of Citizens Confidential Information to employees, agents, and subcontractors who: (i) have a need to know such information to perform the Services; and (ii) are bound by confidentiality obligations at least as protective as those set forth in this Section.
- d. Protection of Citizens Confidential Information. Vendor shall implement and maintain reasonable and appropriate physical, administrative, and technical safeguards to protect Citizens Confidential Information from unauthorized access, use, disclosure, alteration, or destruction.

- e. Privacy and Security Review. Citizens may review Vendor's privacy and security controls before Services commence and periodically during the term. Such review may include on-site assessments or completion of a security questionnaire. Vendor will complete any requested questionnaire within thirty (30) days of receipt. Unless waived by Citizens' Contract Manager, Vendor shall also submit to Citizens via email to Citizens' Contract Manager or designee a copy of its annual American Institute of Certified Public Accountants Service Organization Control (SOC) 1 type 2 report or SOC 2 type 2 report (for all Trusted Services Principles) relevant to the Services, such relevancy as solely determined by Citizens. The reports must be sent for each calendar year during the term of the Agreement and be delivered no later than the end of each calendar year.
- f. Limitation of Use. Vendor will not use Citizens Confidential Information for any purposes whatsoever other than the performance of the Agreement.
- g. AI Training. Vendor shall not use Citizens Confidential Information to train, fine-tune, or otherwise develop any AI Technology, or input such information into AI Technology, without Citizens' prior written consent.
- h. Export. Vendor will not store Citizens Confidential Information outside of the continental United States without prior written notice to, and consent from, Citizens, which shall not be unreasonably withheld, conditioned, or delayed.
- i. Data Segregation. Vendor shall segregate Citizens Confidential Information from other data or otherwise ensure that it remains clearly identifiable and protected.
- j. Disposal. Vendor shall securely dispose of Citizens Confidential Information when it is no longer needed to perform the Services and shall, upon request, certify such disposal in writing. However, as may be necessary to comply with Citizens' record retention requirements or Florida law, Citizens may require that Vendor return certain Citizens Confidential Information in a format reasonably specified by Citizens. For Citizens' Electronic Data more specifically, Vendor shall retain this information for the duration of this Agreement and shall return and destroy it as specified in Section 4 below. Vendor may retain Citizens Confidential Information to the extent necessary to comply with Vendor's record retention requirements, but Vendor must maintain such information in accordance with this Agreement in accordance with Federal and Florida law.
- k. Data Encryption. Vendor will encrypt Citizens Confidential Information at rest and in transit using a strong cryptographic protocol that is consistent with industry standards.
- l. Portable Storage. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff shall not (i) store Citizens Confidential Information on portable external storage devices or media (such as "thumb drives," compact discs, or portable disk drives).
- m. Security of Vendor Facilities. Vendor shall maintain reasonably secure facilities where Citizens Confidential Information is accessed or stored, including restricting physical access and securing paper records in locked storage when not in use.

3. Security Incidents.

- a. Non-limitation. Nothing in this section shall in any way limit Vendor's obligations of indemnification.

- b. Notification to Citizens. In the event of a Security Incident, Vendor shall notify Citizens in accordance with this Section and any other applicable laws and regulations. Vendor shall notify Citizens without unreasonable delay and in no event later than forty-eight (48) hours after becoming aware of the Security Incident.
- c. Security Incident Response. Vendor will cooperate fully with Citizens in investigating the Security Incident, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or regulations or as otherwise required by Citizens, and be responsible for recreating lost or corrupted Citizens Confidential Information without charge to Citizens. Vendor will perform or take any other actions required to comply with applicable law as a result of the Security Incident.
- d. Notification. Vendor shall, at Citizens' sole election:
 - i. Notify, at Vendor's sole expense, the affected individuals whose information was confirmed or reasonably suspected to have been accessed, acquired, or disclosed in the Security Incident, as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within the timeframe required by Citizens, and provide third-party credit and identity monitoring services to each of the affected individuals whose information was involved in the Security Incident for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; or,
 - ii. Reimburse Citizens for any costs Citizens incurs in performing such notification.
- e. Remediation. Within ten (10) calendar days of the occurrence of the Security Incident, Vendor will provide Citizens with a detailed plan describing the measures Vendor will undertake to prevent a future Security Incident.

4. Citizens Electronic Data.

- a. Backup and Recovery. Vendor is responsible for maintaining a backup of Citizens Electronic Data and for an orderly and timely recovery of such data if the Services are interrupted. Unless otherwise described herein, Vendor shall maintain a contemporaneous backup of Citizens Electronic Data with a recovery time and recovery point of two (2) hours. Additionally, Vendor shall store a backup of Citizens Electronic Data in an off-site "hardened" facility no less than daily, maintaining the security of such data according to the security requirements described herein. Any backups of Citizens Electronic Data shall not be considered in calculating any storage used by Citizens.
- b. Return of Data Upon Termination. Upon request during the term of the Agreement, and upon the termination of the Agreement for any reason, within ten (10) business days following such termination, Vendor shall provide to Citizens, without any charge, conditions, or contingencies whatsoever (including the payment of any fees due to Vendor), a full and complete extract of Citizens Electronic Data in the format reasonably specified by Citizens. Further, Vendor shall certify to Citizens the destruction of any Citizens Electronic Data within the possession or control of Vendor; provided, however, that such destruction shall occur only after: (i) Citizens

Electronic Data has been returned to Citizens; and, (ii) Citizens has acknowledged in writing to Vendor that Citizens has fully and adequately received the Citizens Electronic Data.

5. General.

- a. Notification of Anticipatory Breach. If Vendor, for any reason, is not able to provide or maintain appropriate safeguards to fulfill its obligations under this Attachment 5, it will immediately notify Citizens Contract Administrator in writing of such inability and such inability on Vendor's part will constitute a material breach of the Agreement and entitle Citizens to exercise any rights or remedies available under the Agreement or applicable law.
- b. Remedies. A breach of Vendor's obligations under this Attachment 5 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 Attachment 5, in addition to any other rights or remedies available under applicable law or for material breach of the Agreement.
- c. Survival. The provisions of this Attachment 5 shall survive the termination of the Agreement.
- d. Warranties. Vendor represents and warrants that:
 - i. it has implemented and will maintain a comprehensive written information security program that includes commercially reasonable administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of Citizens Confidential Information;
 - ii. the Services and Vendor's processing of Citizens Confidential Information comply with all applicable federal, state, and local data protection and privacy laws and regulations; and
 - iii. it will not access, use, disclose, sell, or exploit Citizens Confidential Information except as necessary to perform the Services in accordance with the Agreement.

ATTACHMENT 7 INSURANCE REQUIREMENTS

1. **Insurance Requirements.** During the term of this Agreement, Vendor shall maintain at its sole expense the insurance specified herein. Vendor must maintain the coverage from an insurer that: (a) is licensed to transact business in the State of Florida; and, (b) has an AM Best Financial Strength rating of "A-" or above and financial size of A:VII or above, unless otherwise approved by Citizens' Contract Manager.
2. **Workers Compensation.** Vendor shall maintain workers' compensation coverage for Vendor's employees and 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 per accident for bodily injury or disease; provided, however, that such workers' compensation policy may exclude coverage for independent contractor employees who are covered by a workers' compensation policy that meets the requirements (including employers' liability coverage) set forth herein.
3. **Commercial General Liability.** Vendor shall maintain commercial general liability coverage with minimum limits of \$1 million per occurrence (to include contractual liability for liability assumed hereunder) and \$2 million in the aggregate.
4. **Information Security/Cyber Liability.** Vendor shall maintain information security/cyber liability insurance written on a "claims-made" basis covering Vendor and Vendor Staff for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all Services, including, without limitation, claims, other demands and any payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy. The information security/cyber liability Insurance must include internet media liability including cloud computing and mobile devices for protection of confidential information and customer data whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use, including regulatory action expenses, and notification and credit monitoring expenses with at least the minimum limits listed below.
 - a. Each occurrence - \$5,000,000
 - b. Network Security/Privacy Liability - \$5,000,000
 - c. Breach Response/ Notification Sublimit - \$5,000,000
 - d. Technology Products E&O - \$5,000,000
5. **Self-Insured Retentions and Deductibles.** The policies required under this Agreement shall not have retentions, except as pre-approved by Citizens' Contract Manager in connection with financially reasonable self-insured retention limits. As reasonably requested by Citizens, Vendor shall timely provide, financial documents demonstrating that Vendor has the assets, income, and liquidity necessary to pay such retention. Citizens shall be exempt from, and in no way liable for, any sum of money which may represent a retention or deductible in any of these policies. The payment of deductibles as well as any self-insured retention shall be the sole responsibility of Vendor.
6. **Defense Costs.** The limits of indemnity coverage required this Agreement shall not include

costs incurred in defending against a claim and shall not be reduced by the payment of such costs.

7. **Loss History**. Upon request by Citizens, Vendor shall provide, or Vendor shall request its insurer to provide, a list of claims paid (with amounts) in the three years prior to the date of Citizens' request, together with a list of any outstanding claims with current reserves.
8. **Vendor's Insurance is Primary and Non-Contributory**. The insurance required under this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Citizens, any Citizens Board Member, or any Citizens employee.
9. **Citizens to be an Additional Insured**. The commercial general liability policies required under this Agreement shall include Citizens as an additional insured. For commercial general liability coverage, the policy must provide additional insured coverage for both ongoing and completed operations using an endorsement form at least as broad as ISO form 20 10 11 85 or, if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37.
10. **Waiver of Subrogation**. The insurance required under this Agreement shall include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
11. **Coverage for Indemnity Obligations**. The coverages required under this Agreement shall cover claims made under the indemnity provisions of this Agreement.
12. **Notice of Cancellation or Change**. Vendor or its insurer shall provide thirty (30) calendar days prior written notice to Citizens of cancellation, non-renewal or change in any coverage, except for ten (10) calendar days prior written notice for non-payment of premium.
13. **Proof of Coverage**. Within thirty (30) calendar days of execution of this Agreement, and upon renewal or reissuance of coverage thereafter, Vendor must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required under this Agreement. The certificates for commercial general liability and umbrella liability must correctly identify the type of work Vendor is providing to Citizens under this Agreement. The agent signing the certificate must hold an active insurance general lines agent license (issued within the United States). Vendor shall provide copies of its policies upon request by Citizens.

EXHIBIT 1
PUBLIC RECORDS ADDENDUM ("ADDENDUM")

Company Name ("Vendor"):
Agreement Name/Number ("Agreement"):
Primary Vendor Contact Name:
Telephone:
Email:

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

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

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

Vendor must select one of the two declarations below. If Vendor does not select one of the two declarations below, or if Vendor fails to provide the Redacted Agreement and Redaction Justification within thirty (30) 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>
☐ Vendor WILL NOT SUBMIT a Redacted Agreement. Citizens may post Vendor's full, complete, and non-redacted Agreement on its public website, and may release the Agreement to any member of the public without notice to Vendor.
Or
☐ Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor WILL SUBMIT a Redacted Agreement and a Redaction Justification within thirty (30) 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.

EXHIBIT 1 TO ATTACHMENT 3 – SERVICES DESCRIPTION

This **Exhibit 1** is an example form and may be replaced in its entirety by the Vendor's form which should contain substantially similar information.

This **Exhibit 1** – Services Description shall be incorporated in and governed by the terms of that certain Master Agreement for Software as a Service by and between **CITIZENS PROPERTY INSURANCE CORPORATION** ("Citizens") and **[VENDOR NAME]** ("Vendor") (the "Agreement").

Services Description. **TBD**

Start Date and End Date. **TBD**

Authorized Users. **TBD**

Storage Threshold(s). **TBD**

Services Fees and Compensation Schedule. **TBD**

Technical Support Description. Vendor will provide to Citizens telephone and email support ("Technical Support") twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year. Technical Support will include any research and resolution activity performed by Vendor.

- a) Request for Technical Support. Authorized Users will make Technical Support requests by calling or emailing Vendor's Technical Support staff or by submitting a request via Vendor's customer service web portal. The Technical Support staff shall assign to the request the Problem Severity Level (as defined herein) indicated by the requestor.
- b) Problem Severity Levels 1 and 2 Response and Resolution. For Technical Support requests not made by telephone, within the Request Response Time of such a request, Vendor shall confirm to the requestor receipt of the request by Vendor. If a Problem Severity Level 1 or 2 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, Vendor will: (a) immediately escalate the request to Vendor's management; (b) take and continue to take the actions which will most expeditiously resolve the request; (c) provide a hourly report to the requestor of the steps taken and to be taken to resolve the request, the progress to correct, and the estimated time of correction until the request is resolved; and, (d) every [Time Duration], provide increasing levels of technical expertise and Vendor management involvement in finding a solution to the request until it has been resolved.
- c) Problem Severity Levels 3 and 4 Response and Resolution. For Technical Support requests not made by telephone, within the Request Response Time of such a request, Vendor shall confirm to the requestor receipt of the request by Vendor. If a Problem Severity Level 3 or 4 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, at the sole election of requestor: (a) Vendor will work continuously to resolve the request; or, (b) requestor and Vendor will mutually agree upon a schedule within which to resolve the request.

Technical Support Problem Severity Levels

- a) Problem Severity Level 1.
 - 1) Description. This Problem Severity Level is associated with: (a) Services, as a whole, are non-functional or are not accessible; (b) unauthorized exposure of all or part of Citizens Data; or, (c) loss or corruption of all or part of Citizens Data.
 - 2) Request Response Time. 30 minutes.

- 3) Request Resolution Time. 2 hours.
- b) Problem Severity Level 2.
 - 1) Description. This Problem Severity Level is associated with significant and / or ongoing interruption of an Authorized User's use of a critical function (as determined by the Authorized User) of the Services and for which no acceptable (as determined by the Authorized User) work-around is available.
 - 2) Request Response Time. 1 hour.
 - 3) Request Resolution Time. 4 hours.
- c) Problem Severity Level 3.
 - 1) Description. This Problem Severity Level is associated with: (a) minor and / or limited interruption of an Authorized User's use of a non-critical function (as determined by the Authorized User) of the Services; or, (b) problems which are not included in Problem Severity Levels 1 or 2.
 - 2) Request Response Time. 8 hours.
 - 3) Request Resolution Time. 24 hours.
- d) Problem Severity Level 4.
 - 1) Description. This Problem Severity Level is associated with: (a) general questions pertaining to the Services; or, (b) problems which are not included in Problem Severity Levels 1, 2, or 3.
 - 2) Request Response Time. 8 hours.
 - 3) Request Resolution Time. 48 hours.

Implementation Services.

In addition, the following financial consequences shall also apply if Vendor fails to deliver the following Deliverables as specified in this Exhibit 1.

Deliverable	Description	Due Date	Financial Consequences if not met
Status Updates	Telephonic updates to occur each business day at a mutually agreeable time during implementation phase. Written updates to occur or weekly basis for all activity within the previous week.	Daily and weekly, as applicable.	TBD
Design Documentation	Provide Citizens with a design document, which confirms Citizens project requirements to be used during the design and build process.	Upon completion of requirements gathering and analysis.	TBD
Implementation Documentation	Provide Citizens with detailed document for go-live implementation activities.	In advance of the start of testing.	TBD

Implementation Closeout Document	Provide Citizens with a closeout document detailing issues discovered and resolved, project milestone(s) completed and their status.	Upon Citizens deeming that the implementation services have been completed, but no later than March 1, 2022	TBD
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Training Services. **TBD**

Other Professional Services. **TBD (for example, implementation service change orders and non-standard support)**

Knowledge Transfer. **TBD**

Other Deliverables. **TBD**

Service Levels and Service Credits.

- A. Service Availability. This service level represents the availability of a service, less any permitter downtime.
1. Definitions:
 - a) "Actual Uptime" shall mean the total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.
 - b) "Maintenance Window" shall mean the total minutes in the reporting month represented by the following day(s) and time(s) during which Service Provider shall maintain the Services: Monday through Friday from 5PM EST to 5AM EST, and weekends.
 - c) "Scheduled Downtime" shall mean the total minutes in the reporting month represented by the Maintenance Window.
 - d) "Scheduled Uptime" shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.
 2. Service level standard: Services will be available to Authorized Users for normal use 100% of the Scheduled Uptime.
 3. Calculation: $(\text{Actual Uptime} / \text{Scheduled Uptime}) * 100 = \text{Percentage Uptime}$ (as calculated by rounding to the second decimal point).
 4. Service credit.
 - a) Where Percentage Uptime is equal to or greater than 99.99%, no Service Credit will be due to Subscriber.
 - b) Where Percentage Uptime is equal to or less than 99.98%, Subscriber shall be due a Service Credit in the amount of 10% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Uptime.
 5. Sample calculation:
 - a) Assuming reporting month is February 2012 (41,760 minutes).
 - b) Assuming a Maintenance Window of Sundays from Midnight to 4:00 a.m. Eastern Standard Time (equals Scheduled Downtime of 960 minutes).
 - c) Scheduled Uptime equals 40,800 minutes (total minutes of 41,760 in February 2012 less 960 minutes of Scheduled Downtime).
 - d) Assuming Actual Uptime of 40,000 minutes, Percentage Uptime is calculated as follows: $(40,000 / 40,800) * 100 = 98.04\%$.
 - e) The threshold of 99.99% less the Percentage Uptime of 98.04% = 1.95%.
 - f) The difference is greater than a 1% reduction in Percentage Uptime but is less than a 2% reduction in Percentage Uptime; therefore, Subscriber is due 10% of the Services Fees as a Service Credit.

- B. Technical Support Problem Response: This service level measures the response time as outlined in the table below of a vendor that is providing some sort of support, such as help desk or “how to” support. While response time is important, “repair,” “resolution,” or “fix” time is more important. This service level only measures response time.

Severity	Description	Response Time
1	Multiple customers impacted; critical problems that stop customer from functioning or doing any productive work	10 minutes
2	One customer impacted; major problem with severe impact on customer's business, but does not stop it from functioning	4 hours
3	Minor problem that does not seriously affect service or customer's business (e.g., installation questions)	24 hours
4	No problem; customer's business is not impacted; incident may be a request for information	2 weeks
Follow Up	For Severity Level 1 and 2; written email communication updates until estimated resolution time is communication	1 hour

1. Definitions.
 - a) “Total problems” shall mean the total number of problems occurring in the reporting month.
2. Service level standard. Problems shall be confirmed as received by vendor 100% of the time each reporting month, in accordance with the request response time associated with the problem severity level.
3. Calculation. $((\text{total problems} - \text{total problems failing standard}) / \text{total problems}) * 100 = \text{percentage problem response}$ (as calculated by rounding to the second decimal point). Note: this calculation must be completed for each problem severity level.
4. Service Credit.
 - a) Problem severity level 1 – 2.
 - (1) Where percentage problem response is greater than 99.00%, no service credit will be due to Citizens.
 - (2) Where percentage problem response is equal to or less than 99.00%, Citizens shall be due a service credit in the amount of 1% of the services fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in percentage problem response.
 - b) Problem severity level 3 – 4.
 - (1) Where percentage problem response is greater than 90.00%, no service credit will be due to Citizens.
 - (1) Where percentage problem response is equal to or less than 90.00%, Citizens shall be due a service credit in the amount of .5% of the services fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in percentage problem response.
5. Example calculation (using problem severity level 1 – 2).
 - a) Total problems during the reporting month equal 68.
 - b) Total problems failing the standard of 100% equal 3.
 - c) Percentage problem response is calculated as follows: $((68 - 3) / 68) * 100 = 95.59\%$
 - d) The threshold of 99.01% less the percentage problem response of 95.59% = 3.42%. The difference is greater than a 3% reduction but is less than a 4% reduction; therefore, Citizens is due 3% of the services fees as a service credit.

- C. Technical Support Problem Resolution: This service level is similar to the technical support problem response service level described above, except that this service level measures the important element of resolution time (versus response time). This service level measures the resolution time of the table below of a vendor that is providing some sort of support, such as help desk or “how to” support.

Severity	Description	Response Time
1	Multiple customers impacted; critical problems that stop customer from functioning or doing any productive work	2 hours
2	One customer impacted; major problem with severe impact on customer’s business, but does not stop it from functioning	4 hours
3	Minor problem that does not seriously affect service or customer’s business (e.g., installation questions)	24 hours
4	No problem; customer’s business is not impacted; incident may be a request for information	48 hours
Follow Up	For Severity Level 1 and 2; written email communication updates until resolved	Every 1 hour

1. Definition.
 - a) “Total problems” shall mean the total number of problems occurring in the reporting month.
2. Service level standard. Problems shall be resolved by vendor 100% of the time each reporting month, in accordance with the request resolution time associated with the problem severity level.
3. Calculation. $((\text{total problems} - \text{total problems failing standard}) / \text{total problems}) * 100 = \text{percentage problem resolution}$ (as calculated by rounding to the second decimal point). Note: this calculation must be completed for each problem severity level.
4. Service credit.
 - a) Problem severity level 1 – 2.
 - (1) Where percentage problem resolution is greater than 99.00%, no performance credit will be due to Citizens.
 - (2) Where percentage problem resolution is equal to or less than 99.00%, Citizens shall be due a performance credit in the amount of 5% of the services fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in percentage problem resolution.
 - b) Problem severity level 3 – 4.
 - (1) Where percentage problem resolution is greater than 90.00%, no performance credit will be due to Citizens.
 - (2) Where percentage problem resolution is equal to or less than 90.00%, Citizens shall be due a performance credit in the amount of 1% of the services fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in percentage problem resolution.
5. Example calculation (using problem severity level 3 – 4).
 - a) Total problems during the reporting month equal 17.
 - b) Total problems failing the standard of 100% equal 2.
 - c) Percentage problem resolution is calculated as follows: $((17 - 2) / 17) * 100 = 88.24\%$
 - d. The threshold of 90.01% less the percentage problem resolution of 88.24% = 1.77%. The difference is greater than a 1% reduction but is less than a 2% reduction; therefore, citizens is due 1% of the services fees as a performance credit.

- D. Data Recovery Response: This service level measures the time it takes for Vendor to restore

and/or recover Citizens data in the event of a loss of data in the production environment.

1. Definition.
 - a) "Response time" shall mean the interval of time from when Citizens requests, in writing, the recovery or restoration of data following a loss or outage.
2. Service level standard. Data shall be provided or restored by vendor 100% of the time each reporting month, within 3 calendar days from date of delivery of request.
3. Calculation. $(\text{total requests} - \text{total requests failing standard}) / \text{total requests} * 100 = \text{data recovery response rate (as calculated by rounding to the second decimal point)}.$
4. Performance credit.
 - a) Where percentage data recovery response is greater than 99.00%, no performance credit will be due to citizens.
 - b) Where percentage data recovery response is equal to or less than 99.00%, Citizens shall be due a performance credit in the amount of 5% of the services fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in data recovery resolution.
5. Example calculation.
 - a) Total requests during the reporting month equal 17.
 - b) Total requests failing the standard of 100% equal 2.
 - c) Percentage data recovery response is calculated as follows: $((17 - 2) / 17) * 100 = 88.24\%$
 - d) The threshold of 90.01% less the percentage data recovery response of $88.24\% = 1.77\%$. The difference is greater than a 1% reduction but is less than a 2% reduction; therefore, citizens is due 1% of the services fees as a performance credit.