CITIZENS
PROPERTY INSURANCE CORPORATION

AGREEMENT FOR
E-PAYMENT SOLUTIONS AND SERVICES

This Agreement ("Agreement") is between CITIZENS PROPERTY INSURANCE CORPORATION **("Citizens"),** a legislatively created Florida governmental entity, having its principal place of business at 2101 Maryland Circle, Tallahassee, Florida 32303, and KUBRA DATA TRANSFER, **LTD. ("Vendor")** having its principal place of business at 30 Knox Drive, Piscataway, NJ 08854. Citizens and Vendor shall each be known as a "Party," and collectively shall be known as the "Parties."

Recitals

On July 12, 2016, Citizens issued an Invitation to Negotiate, No. 16-0016 for e-Payments (the "Solicitation"). Vendor's response to .the Solicitation was accepted by Citizens, subject to the terms set forth in this Agreement.

In consideration of the Parties' respective obligations and promises stated in this Agreement, the Parties acknowledge and agree as follows:

Terms of Agreement

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:

    1.1. "Citizens Confidential Information" means all information, data, and documentation, whether marked as confidential or not, disclosed to Vendor in the course of this Agreement that is either: (a) Protected under any applicable state or federal law (including Chapter 119, Florida Statutes; Sections 501.171, and 627.351(6), Florida Statutes; Chapter 690-128, Florida Administrative Code; and, 15 U.S.C. § 6801 et seq.); (b) private information concerning Citizens' employees or policyholders (including social security numbers, personal health information, personal credit information, banking information, drivers' license numbers, personal email addresses, personal phone numbers, and home addresses); or, (c) related to any Citizens' manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, or any business, governmental, and regulatory matters affecting Citizens. "Citizens Confidential Information" does not include any information, data or documentation that: (a) is publicly available through no fault of Vendor or Vendor Staff; (b) Vendor developed independently without relying in any way on Citizens Confidential Information; or, (c) was received by Vendor or Vendor Staff from a third party without restriction on disclosure and without breach of agreement.

    1.2. "Deliverable" means each work item to be delivered by Vendor to Citizens under

this Agreement.

1.3. "Effective Date" means the date on which the last Party executes this Agreement.

1.4. "ePayment Solution" means the complete ePayment solution provided by Vendor for Citizens' benefit in accordance with this Agreement, including all services, software, systems, platforms, functionality, configurations, interfaces, integrations, data entries, environments, and tools applicable thereto. The ePayment Solution is defined broadly to include any system, program or service provided by Vendor now or in the future to expand, reduce or otherwise change the process by which Citizens obtains payments from its customers. The initial ePayment Solution is described on Exhibit A but the Parties anticipate that the systems, programs and services provided under this Agreement will evolve, improve and expand over time.

1.5. "Services" means the ePayment Solution and all other services and Deliverables to be provided by Vendor to Citizens under this Agreement. If any service or Deliverable is not specifically described in this Agreement but is necessary for the proper performance and provisioning of the Services, that service or Deliverable shall be included within the definition of the Services to the same extent and in the same manner as if specifically described herein.

1.6. "SOW" means the 33-page Statement of Work set forth as Exhibit A to this Agreement. The SOW may be amended or supplemented at any time during the term of this Agreement upon mutual consent of the Parties.

1.7. "Vendor Staff' means any of Vendor's employees, agents, subcontractors or representatives who: (a) provide the Services; or, (b) have access to Citizens Confidential Information.

2. Term and Renewals.

2.1. Term of Agreement. This Agreement shall commence on the Effective Date and, unless terminated as provided for herein, shall continue for five (5) years.

2.2. Renewals. This Agreement may be renewed for up to five (5) additional years by Citizens upon ninety (90) days advance written notice. Renewals shall be subject to the same terms and conditions set forth in this Agreement at the time of renewal, including any written amendments signed by the Parties.

3. Service Requirements.

3.2. Initial Services. Vendor shall provide the initial Services as set forth in this Agreement, including the SOW attached as Exhibit A.

3.3. Optional Services. Upon request and pursuant to a mutually agreed upon process and timetable, Vendor shall provide to Citizens the Optional Services as referenced on Exhibit A. To the extent an Optional Service is not listed on Exhibit A as of the Effective Date but is developed and becomes available for purchase at a future date, the Parties may add the service (with pricing) to Exhibit A by an amendment.

3.4. Exclusivity. Unless Vendor permits otherwise, Vendor shall be the exclusive provider of the services purchased under this Agreement until the date the Agreement expires or terminates.

4. Service Warranties and Standards.

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

4.2. Ability to Perform. As of the Effective Date, Vendor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Vendor's ability to perform the Services or satisfy its contractual obligations. During the term of this Agreement, Vendor shall notify Citizens of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its contractual obligations.

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

4.4. Corrective Action Plans. Whenever Citizens identifies any deficiency in Vendor's performance of this Agreement, Citizens may require Vendor to take the following actions: (a) perform a cause analysis to identify the cause of the deficiency; (b) provide a written plan (the "Corrective Action Plan") detailing the cause of, and procedure for, correcting such deficiency (Citizens will be afforded the time necessary to review and approve the proposed Corrective Action Plan or require Vendor to make revisions); (c) implement the Corrective Action Plan as approved by Citizens; and, (d) provide Citizens with satisfactory assurance that such deficiency will not occur following the implementation of the Corrective Action Plan.

4.5. Service Level Standards.

4.5.1. 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 below:

Service Type	Service Level Standard	Minimum Metric	Measurement Interval	Service Credit*
System availability	External and internal system availability of 24x7x365, with the exception of scheduled maintenance.	99.9%	Monthly	$1,000
System Response Time	System response time of less than 0.5 seconds from firewall to firewall during customer use.	90%	Monthly	$1,000
Customer System Payment Confirmation	System confirmation within five (5) seconds confirming customer payment acceptance.	95%	Monthly	$1,000
Customer Email Payment Confirmation	Email notification including a unique confirmation number generated within 15 seconds of electronic payment acceptance.	95%	Monthly	$1,000
Electronic Payment File Sent to Citizens by 2:30pm EST of each business day	File transfer by 2:30pm EST of each business day from Vendor to Citizens of all necessary information, including the daily payment count and totals reconciliation of electronic payments received from 2:01pm EST the previous business day through 2:00pm EST the current business day. Electronic payments made on weekends	95%	Monthly	$250 per late file below the 95% threshold

	or Citizens' holidays will be combined into the next business day's payment file.			
Notice of Delays in Sending Daily Electronic Payment File	Vendor must advise Citizens by phone or email in advance if the file will not be sent prior to the daily 2pm cutoff.	95%	Monthly	$250
Trouble Ticket Response Time	Vendor must acknowledge and be available to discuss issues encountered by Citizens in production within two (2) business hours of the issue being first reported.	95%	Monthly	$250
* Vendor's cumulative liability for failure to meet these service levels shall not exceed $10,000 in any calendar year.				

4.5.2. <u>Reports</u>. On a monthly basis, in arrears and no later than the fifteenth (15[1]h) calendar day of the month following the reporting month, Vendor shall provide reports to Citizens describing the performance of the Services as compared to the Service Level Standards. The reports shall be in a form agreed to by Citizens and contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Vendor has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; (d) any Service Credit due to Citizens; and, (e) if requested, a rolling six-month Service Level Standard trend report for the Service Level Standard. Vendor and Citizens will meet as often as reasonably requested by Citizens 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.

4.5.3. <u>Failure to Meet Service Level Standards</u>. Time is of the essence in meeting the Service Level Standards. If Vendor does not meet a Service Level Standard, Vendor shall issue the applicable Service Credits as agreed upon herein. The Service Credits will be issued on Vendor's next invoice to Citizens for the Services. The Service Credits are intended only to cover the diminished value of a Service that is delivered to Citizens. The acceptance of a Service Credit does not waive Citizens' right to pursue other remedial actions or claims under this Agreement *(e.g., vendor may*

be required to reimburse Citizens for any NSF and related fees if the ePayments system erroneously processes a *payments).* To the extent the underlying acts or omissions constitute an event of default under another section of this Agreement, Citizens may declare an event of default under that section. Notwithstanding the issuance of a Service Credit, Vendor will use its best efforts to minimize the impact or duration of any outage, interruption or degradation of Service. In no case shall Citizens be required to notify Vendor that a Service Credit is due as a condition of payment of the same.

4.5.4. <u>Termination for Repeated Failures</u>. Citizens shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement where Vendor fails to meet the same Service Level Standard for four (4) months out of any rolling twelve (12) month period.

4.5.5. <u>Temporary Suspension of Service Level Standards</u>. Vendor will be excused for failing to meet any Service Level Standard if and to the extent such failure is excused under Section 15.1. Vendor shall advise Citizens in writing as soon as possible of any circumstance or occurrence which would excuse or affect Vendor's ability to achieve any of the Service Level Standards. In all such cases, Vendor will continue to make all reasonable efforts to achieve the Service Level Standards. Suspension of a Service Level Standard shall not excuse Vendor from accumulating data relevant to that Service Level Standard and reporting such data to Citizens as part of the reports required herein.

5. Deliverables.

5.1. <u>Deliverable Schedule</u>. Each Deliverable must be delivered by Vendor to Citizens in the time and manner specified in this Agreement. Failure to do so will entitle Citizens to: (a) withhold any payment associated with the Deliverable until such delivery is made; and *I* or, (b) terminate this Agreement for cause in accordance with the notice and cure provisions set forth in Section 11.2. below.

The following is a list of certain Key Deliverables which the Parties have agreed to as of the Effective Date. This list does not represent all Deliverables under this Agreement.

Deliverable	Description	Due Date	Financial Consequence If Not Met*
Implementation Status Updates	Telephonic updates to occur each business day or otherwise as mutually agreed at a mutually agreeable time during implementation phase. Written updates to occur on weekly basis for all activity within the previous week.	Daily and weekly, as applicable.	$100 per update, unless reasonable explanation provided and documented.

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.	$100 per day.
Implementation Documentation	Provide Citizens with detailed document for go-live implementation activities. *[Note: This does not address the financial consequences for failing to meet the due dates for specific implementation activities. The due dates and financial consequences, if any, shall be addressed in the SOW and any project schedules subsequently agreed to by the parties.]*	In advance of the start of testing, and upon build iteration completion.	$100 per day.
Implementation Closeout Document	Provide Citizens with a closeout document detailing issues discovered and resolved, project milestone(s) completed and their status.	Within five (5) business days of go-live date and Citizens acceptance of the initial ePayment Solution.	$100 per day.
Electronic Payment File Successful Receipt Notification	System notification of the successful placement of the electronic payment file to Citizens secure network which shall include at a minimum, (a) date delivered; (b) file name; (c) file size; (d) number of detail items; and, (e) payment total.	Each business day, no later than 2:30pm EST.	$100 per notification (Vendor will be allowed one late notification per month without charoe).
Electronic Deposit	Via a single deposit file, ACH and IVR payments are electronically deposited into Citizens specified bank account(s). *To meet Oracle ERP system requirements, the ACH and IVR deposits must be aggregated as one deposit to the bank.*	Within one (1) business day of the daily 2:00pm EST reconciliation cut-off time Mondays - Fridays excluding holidays.	$100 per deposit
*Vendor's cumulative liability for failure to achieve meet these due dates shall not exceed $10,000 in any calendar year.			

5.2. <u>Acceptance of Deliverables</u>. Except as otherwise set forth in this Agreement, Vendor grants to Citizens a thirty (30) day acceptance period ("Acceptance Period") commencing on the date a complete Deliverable is delivered to Citizens. Citizens shall have the right to reject the Deliverable, in whole or in part, during the Acceptance Period for Vendor's failure to meet the specifications associated with the Deliverable, with such determination to be made in Citizens' reasonable judgment. At the end of the Acceptance Period, if Citizens has not rejected the Deliverable, the Deliverable shall be deemed to be accepted by Citizens; provided, however, that Citizens' acceptance of the Services shall not be deemed a waiver of any of Citizens' warranty rights as expressly provided in this Agreement.

Upon being advised of Citizens' rejection of Deliverable within the Acceptance Period, Vendor shall have ten (10) business days to cure any deficiency identified by Citizens. In the event Vendor is unable to cure said deficiency within this period, Citizens may, in its sole discretion, terminate this Agreement in whole or in part for cause and pursue such other rights and remedies allowable in law or equity.

5.3. <u>Title to Deliverables</u>. Citizens will have all rights, title and interest in and to each Deliverable and any derivative work relating thereto (including ownership of copyrights). The use of these Deliverables in any manner by Citizens shall not support any claim by Vendor for additional compensation.

Notwithstanding the foregoing, Vendor may use materials, software, reports, routines, language, instructions, methods, techniques, trade secrets, patents, copyrights, or other intellectual property that have been developed, purchased, licensed, or acquired by Vendor or by third parties (collectively, the "Vendor Materials"), and such Vendor Materials shall remain the sole and exclusive property of Vendor or the third parties.

To the extent any Vendor Materials are embedded or incorporated in a Deliverable, Citizens shall have an irrevocable, non-exclusive, worldwide, royalty-free right to use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such Vendor Materials and any derivative works thereof during the term of the Agreement for Citizens' internal business purposes only.

For the sake of clarity, Vendor will retain all title, and all ownership rights in and to all KUBRA property including all computer programs, specifications, and processes arising from Vendor's provision of Services under this Agreement.

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

6. <u>Statement of Work</u>.

6.1. <u>Description</u>. The SOW attached as Exhibit A provides a detailed description of how Vendor will implement, operate and maintain the initial ePayment Solution for the benefit of Citizens.

Vendor confirms it has reviewed and is familiar with Citizens' current business requirements and represents that, to the best of the Vendor's knowledge as of the Effective Date, the SOW sufficiently describes the work required to successfully implement the initial ePayment Solution. Vendor does not expect that any change orders or additional charges will be required to implement, operate or maintain the

initial ePayment Solution as contemplated in this Agreement.

6.2. Changes. The SOW and/or the ePayment Solution may be modified from time to time upon the mutual consent of the Parties. Such modifications must be in writing signed by the Parties in accordance with the amendment provisions set forth in Section 15.14. below. However, minor changes that do not increase the amount payable to Vendor, including minor changes in milestones, implementation schedules, service functionality and delivery dates, may be agreed upon by the Contract Managers without the need for an amendment.

Citizens consent is not required for new system releases, upgrades, fixes or changes to Vendor's ePayment software or platforms that do not result in any material reduction or degradation of the Services to Citizens.

7. Compensation.

7.1. Maximum Compensation; Budget Contingency. Citizens' obligation to pay Vendor for all Services and reimbursable expenses under this Agreement shall (a) not exceed a total dollar amount of $1,500,000.00, and (b) be contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis. Citizens will notify Vendor at least thirty (30) days in advance if budgeted funds become unavailable to pay for Services under this Agreement.

7.2. Compensation Schedule. Vendor will be paid on a monthly basis in arrears for the Services accepted by Citizens in accordance with the Compensation Schedule set forth in Exhibit B.

7.3. Invoices. Vendor must timely submit all requests for compensation for Services or expenses, where permitted, in sufficient detail for a pre- or post-audit. The compensation request must include a unique invoice number, be in US dollars, legible, page-numbered, signed, and dated. Vendor shall also submit a copy, marked as duplicate, of the original, invoice to Citizens' Contract Manager or designee. All invoices and payment credits must be submitted to the attention of Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 on a monthly basis and must include, at a minimum, the following: (a) Agreement / Task Order number; (b) Vendor's name, address, phone number (and remittance address, if different); (c) Vendor's Federal Employment Identification Number; (d) Citizens' Contract Manager's name; (e) invoice date; (f) Services period; (g) taxes listed separately, if applicable (see Section 7.8.); and, (h) itemized Services for which compensation is being sought.

7.4. Payment Processing. Citizens may require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under this Agreement and Vendor agrees that it will provide such information as reasonably requested by Citizens. Payment shall be due net thirty (30) days of Citizens' actual receipt of a complete and undisputed invoice. Where a submitted invoice is incomplete, such as not containing the information described in this Section, Citizens will return the incomplete invoice to Vendor for correction within thirty (30) days of Citizens' actual receipt of such invoice. Where Citizens reasonably disputes any part of a complete invoice, such as the amount of the compensation request, Citizens shall pay any undisputed portion of the invoiced amount within

(30) days of Citizens' actual receipt of the complete invoice and will describe the basis for the disputed portion of the invoiced amount. Where Vendor disagrees with Citizens dispute of any invoice, the Parties shall seek to resolve the dispute in accordance with the Dispute Resolution Process further described in this Agreement. In no case shall Citizens be subject to late payment interest charges where Vendor has submitted an incomplete invoice or where Citizens has reasonably disputed an invoice. Where Vendor fails to submit an invoice within twelve (12) calendar months of the Services for which compensation is being requested, Vendor acknowledges and agrees that any payment due for such Services is forfeited by Vendor for its failure to timely submit an invoice.

7.5. <u>Travel-related Expenses</u>. Vendor agrees to comply with Citizens' then-current Vendor Travel Reimbursement Guidelines. All travel-related expenses must be pre-approved in writing by Citizens' Contract Manager or designee. Citizens shall reimburse Vendor for pre-approved travel-related expenses incurred in the performance of Services following Citizens' receipt of Vendor's reimbursement request submitted in accordance with the then-current Vendor Travel Reimbursement Guidelines.

7.6. <u>No Additional Charges</u>. Except for the compensation described in the Compensation Schedule and authorized travel-related expenses, if permitted, Citizens shall not be billed for or be obligated to pay to Vendor any charges, expenses, or other amounts for the Services or otherwise.

7.7. <u>Offsets and Credits</u>. Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) days following Citizens' request.

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

8. **Indemnification.**

8.1. <u>By Vendor</u>. Vendor shall be fully liable for the actions of Vendor Staff and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents and employees (each, an "Indemnitee" and collectively, the "Indemnitees") from suits, actions, damages, liabilities, demands, claims, losses, expenses, fines, penalties, fees, and costs of every name and description (collectively, "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged

to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of Vendor, its officers, directors, agents, employees, or contractors, including without limitation: (a) a violation of any applicable federal, state, local, international, or other laws or regulation; (b) breaches of any representations made by Vendor under this Agreement; (c) any claim that any Deliverable violates or infringes upon a trademark, copyright, patent, trade secret or intellectual property right; or (d) Vendor's failure to timely forward a public records request to Citizens for handling; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of Citizens, its officers, directors, agents, or employees.

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

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

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

8.2. <u>By Citizens</u>. Citizens shall have a reciprocal duty to defend and hold Vendor harmless from any Claim arising out of or relating to any act, error or omission or misconduct of Citizens or its employees; provided however, that Citizens obligation hereunder shall not exceed $200,000.00 in the aggregate and shall not constitute in any way a waiver of its sovereign immunity rights with respect to claims made by any third party.

8.3. <u>Survival</u>. The provisions of this Section shall survive the termination of this Agreement.

9. <u>Limitation of Liability</u>. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY: (A) SPECULATIVE OR REMOTE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT; (B) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OR DAMAGES RESULTING FROM THE OPERATION, DELAY OR FAILURE OF SOFTWARE OR EQUIPMENT OR FOR ANY INACCURACY OF DATA INCURRED BY EITHER PARTY OR ANY THIRD PARTY, HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR, (C) ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF FIFTY THOUSAND

DOLLARS ($50,000.00). THESE LIMITATIONS APPLY REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED. IN AGREEMENT, EQUITY, TORT, OR OTHERWISE. THESE LIMITATIONS SHALL NOT APPLY TO: (A) ANY OBLIGATION OF INDEMNIFICATION SET FORTH IN THIS AGREEMENT; (B) ANY CLAIM OR DAMAGE CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT; (C) ANY CLAIM OR DAMAGE TO THE EXTENT COVERED BY AN INSURANCE POLICY REQUIRED IN THIS AGREEMENT; OR, (D) ANY CLAIM OR DAMAGE CAUSED BY A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY SET FORTH IN THIS AGREEMENT. NOTHING IN THIS SECTION OR IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE LIMIT ON CITIZENS' LIABILITY FOR TORT CLAIMS UNDER FLORIDA STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. **Insurance.**

10.1. Insurance Requirements. During the term of this Agreement, Vendor will maintain at its sole expense the following insurance coverage:

10.1.1. Workers' Compensation which provides 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. provided, however, that such workers' compensation policy may exclude coverage for independent contractor employees who are covered by a workers' compensation policy that meets the requirements (including Employers' Liability coverage) set forth herein;

10.1.2. Commercial General Liability with minimum limits of $500,000 per occurrence (to include contractual liability for liability assumed hereunder) and $1 million in the aggregate;

10.1.3. Umbrella (Excess over Commercial General Liability and Auto Liability) insurance with minimum limits of $2 million in the aggregate;

10.1.4. Automobile Liability with combined single limits of not less than $500,000 per accident (this policy must include Symbol 1 "Any Auto" coverage);

10.1.5. Network Security Liability with data breach coverage limits of $10 million per occurrence and $10 million in the aggregate; and,

10.1.6. Crime Insurance in the aggregate amount of $10 million to protect Citizens against loss of money, securities, and other assets resulting from acts such as employee theft, theft in-transit, forgeries, fraudulent transfers and computer system fraud among other things.

10.2. Subcontractor Insurance Requirements. Each subcontractor used by Vendor to provide Services under this Agreement shall provide insurance as follows:

10.2.1. Workers' Compensation which provides coverage for the subcontractor'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;

10.2.2. Commercial General Liability with minimum limits of $500,000 per

occurrence (to include contractual liability for liability assumed hereunder) and $1 million in the aggregate; and,

10.2.3. Automobile Liability with combined single limits of not less than $500,000 per accident (this policy must include Symbol 1 "Any Auto" coverage).

10.3. <u>Insurance Company Qualifications</u>. Each company issuing policies required under Section 10.1. must: (a) be licensed to transact business in the State of Florida; and, (b) have an AM Best Financial Strength rating of "A-" or above.

10.4. <u>Defense Costs</u>. The limits of indemnity coverage required under Section 10.1. shall not include costs incurred in defending against a claim and shall not be reduced by the payment of such costs.

10.5. <u>Vendor's Insurance is Primary</u>. The insurance required under Section 10.1. shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Citizens, Citizens' Board Member, or any Citizens' employee.

10.6. <u>Waiver of Subrogation</u>. The insurance required under Section 10 will include a provision waiving the insurer's rights of recovery or subrogation against Citizens.

10.7. <u>Coverage for Indemnity Obligations</u>. The Commercial General Liability, Auto Liability and Umbrella Liability coverages will cover claims made under the indemnity provisions of this Agreement.

10.8. <u>Notice of Cancellation or Change</u>. To the extent practicable, the Commercial General Liability policy shall require 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.

10.9. <u>Proof of Coverage</u>. Within thirty (30) calendar days of execution of this Agreement, and upon renewal or reissuance of coverage thereafter, Vendor must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required in Sections 10.1. and 10.2. The certificates for Commercial General Liability and Umbrella Liability insurance certificates must correctly identify the type of work Vendor is providing to Citizens under this Agreement. The agent signing the certificate must hold an active Insurance General Lines Agent license (issued within the United States).

11. **<u>Contract Administration</u>.**

10.1. <u>Contract Administrator</u>. Citizens shall name a Contract Administrator during the term of this Agreement whose responsibility shall be to maintain this Agreement. All legal notices and contractual documents shall be sent to the Contract Administrator in addition to the Citizens Contract Manager named below. As of the Effective Date, the Contract Administrator is:

> Lori Newman, Vendor Management Office
> 301 West Bay Street, Suite 1300
> Jacksonville, Florida 32202
> 904-407-0225
> Lori.Newman@citizensfla.com

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

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

> <u>Citizens' Contract Manager</u>
> Robert Porter
> Citizens Property Insurance Corporation
> 2101 Maryland Circle
> Tallahassee, FL 32303
> 850-531-3951
> Robert.Porter@Citizensfla.com
>
> <u>Vendor's Contract Manager</u>
> R. Braden Short, Vice President North American Sales & Client Relations
> KUBRA Data Transfer LTD.
> 5050 Tomken Road
> Mississauga, ON L4W 5B1
> 1-800-766-6616, Ext. 375
> Braden.Short@kubra.com

The Parties shall provide prompt written notice to each other of any changes to their Contract Manager; such changes shall not be deemed amendments to this Agreement.

11. <u>Agreement Termination: Transition Assistance</u>.

11.1. <u>Termination without Cause</u>. After the first anniversary of this Agreement, by ninety (90) days advance written notice to Vendor, Citizens may terminate this Agreement in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of this Agreement will be ninety (90) days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). Where Citizens elects to terminate this Agreement in part, Vendor shall continue to provide Services on any portion of the Agreement not terminated. Vendor shall be entitled to payment for Services satisfactorily performed through the Termination Date but shall not be entitled to recover any cancellation charges or damages, including lost profits or reliance damages. Vendor shall not have a reciprocal right to terminate without cause; it being understood that Citizens' payment for Services forms the consideration for Vendor not having this right. In the event of termination without cause, Citizens, at Citizens' sole election, may also require Vendor to provide the Transition Assistance as further described in this Agreement.

11.2. <u>Termination for Cause</u>. Either Party may terminate this Agreement if the other Party fails to honor its material obligations under this Agreement. Unless otherwise provided herein, before terminating this Agreement, the Party that believes the

other Party is failing to perform this Agreement shall notify the other Party, in writing, of the nature of the failure to perform and provide a reasonable time certain for correcting the failure (such time shall not be less than thirty (30) days from receipt of the notice). If the other Party does not correct its failure to perform within the time provided, and its failure is not legally excusable, the Party claiming failure to perform may thereafter notify the other Party, in writing, that it considers the other Party in default and may terminate this Agreement and pursue any remedies allowed in law or equity. Instead of terminating this Agreement in whole, Citizens may elect to terminate this Agreement in part, in which case Vendor shall continue to provide Services on any portion of the Agreement not terminated. If after termination it is determined that Vendor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued without cause under Section 11.1.

11.3. <u>Transition Assistance</u>. Except in the case of a termination for cause by Vendor for non-payment, at any time prior to the date this Agreement expires or terminates for any reason, (either, the "Termination Date"), Citizens may request Vendor to provide transition assistance services ("Transition Assistance"). Vendor shall provide such Transition Assistance until Citizens notifies Vendor that Citizens no longer requires such Transition Assistance, which shall in no event be more than one-hundred and eighty (180) days following the Termination Date.

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

Transition Assistance shall be provided at the rates negotiated by the Parties prior to the rendering of the post-termination Transition Assistance, which rates shall not exceed the standard market rates Vendor charges to government entities for comparable services.

11.4. <u>Temporary Suspension of Services</u>. Citizens may, in its sole discretion, temporarily suspend all or certain portions of the Services at any time by providing written notice to Vendor. Upon receiving a suspension notice, Vendor shall cease performing the Services in accordance with the suspension notice. Within ninety (90) days after Citizens provides the suspension notice, or any longer period agreed to by Vendor, Citizens shall either: (a) issue a notice authorizing resumption of the Services, at which time the Services shall resume; or, (b) exercise its right under Section 11.1. to terminate this Agreement without cause. Nothing in this Section allows Citizens to withhold or delay any payment for Services satisfactorily performed prior to the suspension. However, Vendor shall not be entitled to any additional compensation for the suspension of Services.

12. Disputes.

    12.1. Dispute Resolution Process. Vendor acknowledges that Citizens is not an agency for purposes of the Florida Administrative Procedure Act, Chapter 120, Florida Statutes. The Parties agree that, if a disagreement arises as to the terms or enforcement of any provision of this Agreement, each Party shall in good faith attempt to resolve the disagreement prior to the filing of a lawsuit or commencing a legal action.

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

    12.3. Mitigation of Damages. During the pendency of any genuine dispute arising pursuant to this Agreement, and after a determination thereof, the Parties shall act in good faith to mitigate any potential damages or delays with respect to the Services.

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

13. Record Retention; Records Audits; Public Records Laws.

    13.1. Record Retention. Vendor shall retain all records relating to this Agreement for the longer of: (a) three (3) years after the termination of this Agreement; or (b) the period specified by Citizens as necessary to comply with Florida law.

    13.2. Right to Audit Records. Citizens shall have reasonable access to Vendor's facilities and the right to review and audit any of Vendor's records relating solely to this Agreement, upon written notice to Vendor of at least three (3) business days. Vendor shall not unreasonably delay or inhibit Citizens' right to audit as set forth in this Section. Vendor shall cooperate with auditor(s) and, provide requested documentation in a timely manner (preferably within five (5) business days). Vendor must resolve any deficiencies discovered during the audit within ninety (90) calendar days from being reported. Citizens may extend the response time period in its sole discretion. Citizens has the right to conduct follow-up audit procedures to assess Vendor's corrective action(s). Any entity performing auditing services pursuant to this Section shall execute a non-disclosure agreement with regard to Vendor's proprietary information, unless precluded from doing so by law. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor's compliance with this Agreement which result in termination for cause or in regulatory or criminal penalties in connection with performance of this Agreement. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; expert witness fees and, documentary fees.

    13.3. Public Records Laws. Vendor acknowledges that Citizens is subject to Florida

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

13.3.1. <u>Protection of Vendor's Confidential Information</u>. Section 627.351(6)(x)1.e., Florida Statutes, provides that proprietary information licensed to Citizens under a contract providing for the confidentiality of such information is confidential and exempt from the disclosure requirements of Florida's Public Records Law. Other Florida Statutes allow for various protection of vendor's trade secrets and financial information. In order to protect any information provided to Citizens that Vendor considers to be protected from disclosure under Florida law ("Vendors Confidential Information") Vendor should clearly label and mark each page or section containing such information as "Confidential", "Trade Secret" or other similar designation.

13.3.2. <u>Responding to Request for Vendor Confidential Information</u>. If Citizens receives a Public Records Request ("PRR") or a request from any regulatory or legislative entity regarding Vendor's Confidential Information, it shall promptly notify Vendor in writing, or electronically. To the extent permitted by law, Citizens shall not produce Vendor's Confidential Information unless authorized by Vendor, or by order of a court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Vendor's Confidential Information, the Parties agree that Citizens is authorized to deliver Vendor's Confidential Information to the court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor's Confidential Information is confidential or exempt from disclosure or production pursuant to Florida's Public Records Laws then Vendor shall be solely responsible for defending its position, or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for Citizens to defend or justify Vendor's position. Vendor also agrees to indemnify and hold harmless any Citizens Indemnitee for any Claims, including attorneys' fees, costs, and expenses incidental thereto, incurred by Citizens in connection with this Section.

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

13.4. <u>Vendor's Failure to Respond to Public Records Request</u>. Vendor must comply with Citizens' request for records, including all documents, papers, letters, emails, or other materials in conjunction with this Agreement, within thirty (30) calendar days

of Citizens' request. Vendor's failure to comply with Citizens request may be subject to penalties in accordance with Chapter 119.10, Florida Statutes. 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 this Agreement, Citizens may unilaterally terminate this Agreement for refusal by Vendor to comply with this Section unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

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

14. Security and Confidentiality.

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

14.2. Implementation of Industry Best Practice Controls. Vendor agrees to implement the privacy and security controls that follow the guidelines set forth in ISO/IEC 27002:2013 Code of practice for information security controls, as amended from time to time.

14.3. Compliance with PCI DSS. Vendor shall achieve and maintain PCI DSS compliance against the current version of Payment Card Industry Data Security Standard (PCI DSS) published by PCI Security Standards Council (PCI SSC).

As evidence of compliance, vendor shall provide, when requested, validation of compliance commensurate with the applicable Merchant Level, as defined by PCI SSC.

Vendor acknowledges that any indemnification provided for under this Agreement applies to the failure of the Vendor to be and to remain PCI DSS compliant.

14.4. Audit Reports. For each calendar year during the term of this Agreement, upon sixty (60) days of issuance but no later than the end of each calendar year, Vendor shall submit to Citizens via email to Citizens' Contract Manager or designee a copy of its annual American Institute of Certified Public Accountants Service Organization Control (SOC) 1 type 2 report or SOC 2 type 2 report (for all Trusted Services Principles) as relevant to the Services

14.5. Use of Citizens' Systems. Where Vendor or Vendor Staff have access to Citizens' systems or technology provided by or through Citizens, in addition to the other safeguards required by this Section, Vendor and Vendor Staff shall not share user identifications and / or passwords with any other individual.

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

14.7. Data Storage. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff shall not store Citizens Confidential

Information on portable external storage devices or media (such as "thumb drives," compact disks, or portable disk drives).

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

14.9. Security of Vendor Facilities. All Vendor and Vendor Staff facilities in which Citizens Confidential Information is located or housed shall be maintained in a reasonably secure manner. Within such facilities, all printed materials containing Citizens Confidential Information should be kept locked in a secure office, file cabinet, or desk (except when materials are being used).

14.10. Labeling of Confidential Information. Any documents or electronic files created by Vendor or Vendor Staff that contain Citizens Confidential Information must be conspicuously labeled or marked so that the individual viewing or receiving the information understands that the information is confidential.

14.11. Photocopying and Faxing Restrictions. Vendor and Vendor Staff shall not make photocopies or send facsimiles of Citizens Confidential Information unless there is a business need.

14.12. Transmission of Confidential Information Materials. In the event it is necessary to transport materials containing Citizens Confidential Information via mail, parcel delivery service or other means, Vendor Staff must subsequently verify that such materials have been received by the intended parties.

14.13. Disposal of Confidential Information. The disposal of all printed materials containing Citizens Confidential Information must be done in a manner that renders the information inaccessible to others (the use of a reputable third party shredding company is permissible).

14.14. Authority to Disclose Confidential Information to Others. Vendor acknowledges and agrees that any Citizens Confidential Information disclosed to or acquired by Vendor is disclosed and/or acquired solely for the purposes of facilitating the provision of the Services. Vendor shall restrict access to Citizens Confidential Information to Vendor Staff who will actually perform Services and Vendor shall provide such Vendor Staff with work environments that protect against inadvertent disclosure to others. Vendor shall be solely responsible for informing any individual or entity with access to Citizens Confidential Information of the provisions of this Agreement and shall be responsible for any acts of those individuals and entities that violate such provisions.

14.15. Unauthorized Disclosure of Confidential Information. Vendor will notify Citizens as soon as possible of any potential or actual unauthorized disclosure, misuse, or misappropriation of Citizens Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly. Pursuant to Section 501.171, Florida Statutes, if Vendor maintains computerized data that includes personal information, as defined in such statute, on behalf of Citizens, Vendor shall disclose to Citizens any breach of the security of the system as soon as practicable, but no later than ten (10) days following the determination of the breach of security or reason to believe the breach occurred.

14.16. Return of Confidential Information. During the term of this Agreement upon Citizens written request or upon the termination of this Agreement for any reason, Vendor shall promptly return to Citizens all copies, whether in written, electronic or other form or media, of Citizens Confidential Information in its possession, or securely dispose of all such copies, and certify in writing to Citizens that Citizens Confidential Information has been returned to Citizens or disposed of securely. Notwithstanding the foregoing, legal counsel to Vendor may keep one copy of Citizens Confidential Information for archival purposes only.

14.17. Notification of Anticipatory Breach. Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this Section, it will immediately inform Citizens in writing of such inability and such inability on Vendor's part will serve as justification for Citizens' termination of this Agreement, at Citizens' sole election, at any time after the inability becomes known to Citizens.

14.18. Remedies. Vendor acknowledges that breach of Vendor's obligation of data security and confidentiality may give rise to irreparable injury to Citizens and Citizens' customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Citizens may seek and obtain injunctive relief against the breach or threatened breach of the provisions of this Section, in addition to any other legal remedies which may be available, including, at the sole election of Citizens, the immediate termination, without penalty to Citizens, of this Agreement in whole or in part.

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

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

15. Miscellaneous.

15.1. Background Investigations. Vendor shall have conducted a criminal background check on all Vendor Staff prior to assigning them to perform Services. All criminal background checks will be at Vendor's expense and shall include but not be limited to: (a) state and federal felony convictions or pending adjudications; (b) state and federal misdemeanor convictions or pending adjudications; (c) any crimes in violation of the Violent Crime Control and Law Enforcement Act of 1995 or pending adjudications; and, (d) a seven (7) year minimum timeframe, extending as close as practicable to the date of assignment to perform Services.

Vendor will not allow any Vendor Staff that has been convicted of, pied guilty or nolo contendere (no contest) to, or has been found guilty of a felony, regardless of whether adjudication was withheld, to perform Services. If a Vendor Staff has been convicted of, pied guilty or nolo contendere (no contest) to, or has been found guilty of a misdemeanor other than a minor driving-related offenses, regardless of whether adjudication was withheld, then such individual will be allowed to perform Services only upon disclosure to and prior written approval by Citizens' Contract Manager or designee. Any Vendor Staff whose criminal background check indicates, to Citizens, conduct that demonstrates a lack of honesty or integrity, or

otherwise demonstrates an inability to safely and reliably perform Services, will not be allowed to perform Services. Citizens may require the criminal background check to be updated annually for members of Vendor's Staff who present an enhanced security risk to Citizens based on their access to certain restricted data.

Vendor will comply with all requirements of the federal Fair Credit Reporting Act, including the provision to Vendor Staff of all required pre-notification and post-report notices. Vendor is responsible for any adverse action notices that may apply to its employment decisions.

15.2. <u>Business Continuity and Disaster Recovery Plan</u>. Vendor shall have a viable, documented, effective and annually tested business continuity / disaster recovery strategy plan in place to mitigate the potential disruption of Services. Within fifteen (15) days of execution of the Agreement, at its own cost and expense, Vendor shall provide to Citizens evidence and results of its tested business continuity / disaster recovery plan and annually thereafter by April 15th during the term of this Agreement.

15.3. <u>Relationship of the Parties</u>. Vendor is an independent contractor with no authority to contract for Citizens or in any way to bind or to commit Citizens to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Citizens. Under no circumstances shall Vendor or Vendor Staff hold itself out as or be considered an agent, employee, joint venturer, or partner of Citizens. In recognition of Vendor's status as an independent contractor, Citizens shall carry no Workers' Compensation insurance or any health or accident insurance to cover Vendor or Vendor Staff. Citizens shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Vendor nor Vendor Staff shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or retirement plan of Citizens.

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

15.5. <u>No Gifts</u>. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.

15.6. <u>Convicted Vendor List</u>. 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.

15.7. <u>Compliance with Laws</u>. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under

this Agreement.

15.8. <u>Subcontracting</u>. Vendor represents that no subcontractors are currently expected to be used in providing the Services.. Vendor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without Citizens' prior written consent (which shall not be unreasonably withheld or delayed), and any attempt to do so shall be void and without effect; provided, Citizens' consent to Vendor's request to subcontract any of the Services shall not relieve Vendor of any of its duties or obligations under this Agreement, and Vendor shall indemnify and hold Citizens harmless from any payment required to be paid to any such subcontractors.

15.9. <u>Severability</u>. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

15.10. <u>Headings</u>. The sections and headings herein contained are for the purposes of identification only, and shall not be considered as controlling in construing this Agreement.

15.11. <u>Publicity; Use of Names and Logos</u>. Vendor may use Citizens' name and logo in its marketing materials, website and social media to indicate that it is a participating or contracted vendor for Citizens. However, Vendor may not in any way state, imply or infer that it holds a "preferred," "approved," "awarded," "selected" or otherwise special status with Citizens in any such materials. This prohibition includes, but is not limited to, the use of endorsements or quotes from Citizens officials, Citizens vendor scores, or any other Citizens-related materials that may directly or indirectly imply that Vendor enjoys a special or preferred status with Citizens. Citizens reserves the right to determine that its name and/or logo have been misused and to request that Vendor cease using its name and/or logo in any way it deems inappropriate. Failure to comply will result in disciplinary action, up to and including contract termination. Vendor may only use the approved Citizens logo, which is available for download at: https://www.citizensfla.com/abouUmediaresources.cfm.

15.12. <u>Waiver</u>. The delay or failure by a Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

15.13. <u>Entire Agreement</u>. This Agreement, and any exhibits, schedules and attachments hereto, set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous proposals, agreements or understandings with respect to the subject matter hereof.

15.14. <u>Modification of Terms</u>. This Agreement may only be modified or amended upon a mutual written contract amendment signed by Citizens and Vendor or as otherwise permitted by this Agreement. Vendor may not unilaterally modify the terms of this Agreement in any manner such as by affixing additional terms to any Deliverable

(e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" or "click through" terms, whether written or electronic) or by incorporating such terms onto Vendor's order or fiscal forms or other documents forwarded by Vendor for payment and any such terms shall have no force or effect upon Citizens or this Agreement. Citizens' acceptance of any Service or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions or any conflicting terms and conditions.

15.15. <u>Assignments</u>. This Agreement shall inure to the benefits of, and be binding upon, the successors and assigns of each Party, but only as permitted under this Agreement. Each Party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement. Vendor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under this Agreement without the prior written consent of Citizens *(which shall not be unreasonably withheld or delayed).* In the event of any assignment, Vendor shall remain liable for performance of this Agreement unless Citizens expressly waives such liability. Citizens may assign this Agreement with prior written notice to Vendor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Citizens.

The foregoing restriction on assignments by Vendor shall not apply to corporate mergers, stock transfers, bulk sales or reorganizations, so long as Citizens is notified of such transactions.

15.16. <u>Force Majeure</u>. Neither Party shall be responsible for delays in performance if the cause of the delay was beyond that Party's control (or the control of its employees, subcontractors or agents). To be excused from a delay in delivering a Service, Vendor must notify Citizens in writing of the delay and describe the cause of the delay within five calendar days after the date Vendor knew or should have known that the delay would occur. If the delay is justified, Citizens will give Vendor a reasonable extension of time to perform; provided, however, that Citizens may elect to terminate this Agreement in whole or in part if Citizens determines, in its sole judgment, that such a delay will significantly impair the value of this Agreement to Citizens. THE FOREGOING EXTENSION OF TIME SHALL BE VENDOR'S SOLE REMEDY WITH RESPECT TO FORCE MAJEURE EVENTS. Vendor shall not be entitled to an increase in this Agreement price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays, disruptions, interferences, or hindrances. This Section may not be invoked to excuse or delay Vendor's compliance with its obligations to protect Citizens Confidential Information under this Agreement.

15.17. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same Agreement. The Parties agree that a faxed or scanned signature may substitute for and have the same legal effect as the original signature.

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

CITIZENS PROPERTY INSURANCE CORPORATION:

KUBRA DATA TRANSFER, LTD. :

_____
Signature

_____
Signature

Jennifer Montero
Print Name

LIDA SADRAZODI
Print Name

CFO
Title

C£a
Title

2|15|2017
Date Signed

Feb 8, 2017
Date Signed

DM;e,/ Y Sumner
Print Name

GtN/aJ U>Lu\»f
Title

2/16/17
Date Signed

**EXHIBIT A -
STATEMENT OF WORK**

Initial Services. Vendor shall provide Citizens with its iDoxs Suite of Services as generally described in Vendor's 25-page response to Citizens ITN No. 16-0016 ("Vendor's Initial Response"), a copy of which is attached hereto. In the event of conflict between the Vendor's Initial Response and any other provisions of this Agreement, the other provision of this Agreement shall have priority.

A high level statement of work for the initial project implementation is attached hereto as an 11-page document titled "KUBRA Statement of Work v3.5.1c." This SOW will be used to as a template for a more detailed statement of work to be developed after contract execution in accordance with the parties' reasonable expectations and needs. The initial project implementation date is anticipated to be June 1, 2017. Citizens may extend the implementation date up to ninety (90) days by giving KUBRA reasonable advance notice. In the event of conflict, the SOW shall have priority over any statement in Vendor's Initial Response.

Optional Services. Exhibit B sets forth certain "Optional Services" that Citizens may purchase from Vendor at a later date. Compensation for these Optional Services is also addressed on Exhibit B.

The Parties expect that new ePayment products and services or other similar products and services may be introduced by Vendor throughout the term of this Agreement. Citizens may elect to purchase any of these new products and services as "Optional Services" pursuant to mutually agreeable terms and conditions, provided that payment for these future services shall not be allowed to constitute more than 50% of the total payments being made under the Agreement.

TABLE OF CONTENTS

KUBRA

A . System **Functionality**

KUBRA iDoxs Insurance Edition

Organizations realize more today than ever the impact that their business communications have on enhancing relationships with their customers. With a fiercely competitive marketplace, organizations demand the efficient delivery of business-critical content to their customers with flawless execution and the highest possible levels of accuracy. KUBRA represents the next wave of vendor consolidation with our extensive suite of   Insurance specific solutions that allow for an integrated and comprehensive billing and payment platform from a single vendor. Our depth and breadth of solutions are unmatched in the insurance industry delivering the only integrated solution portfolio that can support the entire Revenue Lifecycle from data receipt to payment   posting.

With KUBRA and our integrated solution architecture insurance companies including Citizens can eliminate the need for stand-alone or point solutions. Insurance companies often eliminate between 6-8 vendors, processes, and systems when they migrate to the KUBRA enterprise customer interaction platform. Removing and consolidating technology, systems and processes can enable Citizens to optimize the management of the premium collection lifecycle resulting in improved operational efficiency, customer service and competitive advantage in this increasingly competitive insurance marketplace where your customers have access to more options than ever before, building and retaining policy holder loyalty is imperative.

In summary, we strongly believe that KUBRA is a strong fit to supply premier service and applicable functionality to enhance the current platform and expected benchmarks included in this ITN. KUBRA appreciates this opportunity to respond to this ITN and look forward to continuing this process targeting a partnership with Citizens.

The **iDoxs Suite** will increase your electronic payment rates, payment options, and reduce overall processing costs by implementing the following   channels:

1. Citizens branded Biller-Direct Website - This KUBRA portal will integrate with Citizens' website (Manage myPolicy). The site will utilize an updated user interface featuring the industry's latest functionality. Using KUBRA's experience and project management best practices, your customers will be able to view accounts and policies electronically, view payment history, make one-time payments and schedule future dated payments.

2. Citizens branded IVR - KUBRA will extend your presence to an automated phone system to support phone-based payments, deliver bill data to your customers, payment processing and delivering a daily electronic payment file that Citizens can ingest into its billing system to post properly to a customer's account.

3. iPAY - KUBRA will provide a one-time payment channel for KUBRA to process either or both Web or IVR payments. iPAY is our non-enrolled, on-demand payment solution that supports   multiple

payment collection channels (e.g., *Web. /VR.* Mobile, CSR/Call Center) and multiple payment types (e.g. *ACH* and Credit/Debit Card)

4. <u>Project Collaboration</u> - KUBRA support Agile project implementation and software development methodology. In addition, we maintain strong communication relationships so any new changes to the system or contracted services with Citizens will be mutually agreed upon before implemented into "production". Lastly, KUBRA provides training during the implementation process and post-implementation if required and maintain full compliance with both ACH and Card-based regulations, laws and standards.

5. <u>Oracle Experience</u> - KUBRA has extensive experience working with Oracle in the industry. Our experience with Oracle covers both document production and electronic billing and payments. We have intimate knowledge of Oracle output files, AP ls, integration points, and business logic.

As communicated in this ITN as future functionality requirements, KUBRA can also assist Citizens with the provision of a complete Mobile solution – Responsive Web Design, Mobile Apps and SMS/Pay by Text options. KUBRA also supports Credit/Debit Cards to most of the major credit card processors and can support integration to your existing processor or provide our preferred processor with pricing as part of our business relationship. KUBRA's flexibility and system capabilities will allow us to configure the application as set up to meet Citizen's future business requirements.
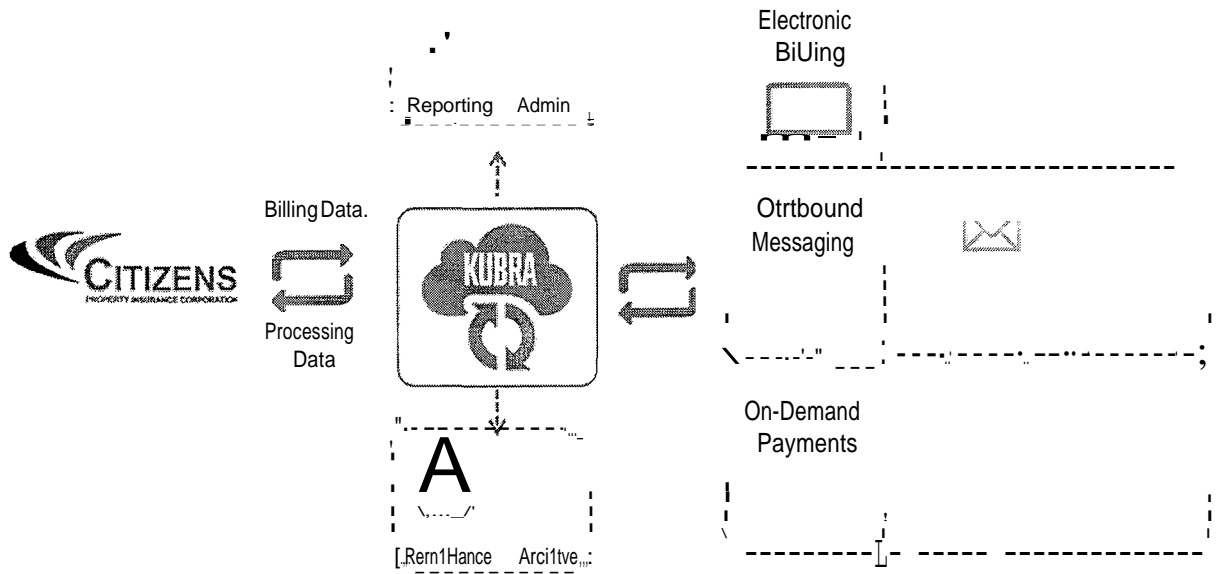

Figure 1: Proposed Solution

As Citizens is well aware, it is imperative that your partner supports a solution with one integrated platform across multiple customer billing and payment channels to match their preferences with your options for acceptable payment options.

With KUBRA, Citizens will minimize the potential points of failure and leverage an integrated solution - not just a complete solution. As the only vendor that can support all print, e-billing, lockbox, and payment channels - with the latest functionality - we deliver the best overall solution of any vendor and at the lowest overall cost.

SYSTEM REQUIREMENTS

INSTRUCTIONS: The table below identifies the system requirements as envisioned by Citizens. In accordance with Section 3.6.A of the ITN, Vendors shall provide a description of how they intend to meet these requirements. A Vendor may take exceptions and/or propose modifications to these requirements so long as a detailed explanation of the exception or modification is provided in the Vendor's response.

#	FUNCTIONAL REQUIREMENTS
	A. Configuration with Existing Citizens Applications
1	The system shall provide the ability to present policy and payment due data in real time during the electronic payment entry process. We will be accepting electronic payments for posting to Citizens' Guidewire BillingCenter application. Policy and payment data is sent to the 3rd party vendor website thru web service calls from Citizens online electronic payment website Manage myPolicy and directly from Citizens PolicyCenter application. Confirmed. Yes. KUBRA supports both batch and real-time systems connectivity. We have an extensive, real-time Web service/AP! set based on industry standards that can be used for account/status verification, displaying billing details, and payment posting. With our real-time integration offering, we can validate the account/status and display billing details in real-time with real-time payment posting to Citizens' Billing System. We support standards such as SOAP 1.1/1.2, WSDL 1.1, and WS-BP 1.1, SMAL 2.0, and we can pull or push data using the Web services.
2	The system shall store / host all customer banking information. Citizens does not maintain this data. Confirmed. KUBRA will store and host all client data. All Data is stored in KUBRA's PCI Level I and SSAE16 compliant database.
3	The system shall not allow the customer to enter payment amounts other than what is passed from our electronic payment website Manage myPolicy or the Citizens PolicyCenter application. Confirmed. KUBRA's solution offers a number of payment configuration options including **only** allowing the customer to pay the payment amount provided by Citizens.
4	The system should provide a method of verifying a correct routing number, bank account number and valid email are entered during the banking data entry process. Confirmed. KUBRA validates the routing and transit numbers in real-time against the Thompson Financial Directory.
5	The system should at a minimum provide the ability to designate checking or savings account during the banking data entry process. Confirmed. KUBRA's solution can distinguish between checking and savings accounts during payment entry.
6	The system shall provide the ability to add online terms and agreement language to the payment entry screens prior to completing the transaction. Confirmed. KUBRA can add any Citizens-drafted online terms or agreement language across all payment channels proposed (WEB and IVR).

KUBRA

7	The system shall provide the customer with a confirmation number representing the successful submission. Confirmed. All transactions are assigned a unique Payment ID number and Confirmation Code for tracking purposes. The payment detail/history pages within the biller direct site.provides the Confirmation Code so customers can view this information at any time. Payment confirmation pages will contain the Confirmation Code and can support a "print this page" option upon presentment.
8	The system shall provide the ability to communicate payment entry confirmation back to our online electronic payment website Manage myPolicy. Confirmed. KUBRA's platform's architecture is rich with flexible AP ls to facilitate real time account and payment information to and from Manage myPolicy or other designated and mutually agreed Citizens' application.
9	The system shall provide the ability to accept electronic payments by phone (IVR). Confirmed. KUBRA's IVR channel enables your customers to make IVR payments 24x7x365. Customer account validation, payment authorization, balance update inquiry, etc. are all processed in an automated and branded (voice prompts) fashion. The IVR module supports complete integration with the reporting, tracking, and monitoring tool across all e-payment channels. The IVR channel leverages the latest technologies; provides optimized call flow; and, provides enhanced logging with optimized alerts, downloadable voice authorization, and text (SMS) payment confirmations. The IVR channel also supports the IVR FastTrack feature. To speed up calls (reducing the call duration by up to 50%) and improve the user experience for the caller, the platform recognizes repeat callers by their phone numbers instead of having them re-validate each time they call. When a customer calls the first time and successfully completes a payment, the platform associates his/her phone number with the biller account number. The next time he/she calls, the IVR application simplifies the account validation process and pre-populate the previous payment information.
10	The system shall provide the ability to use phone (IVR) scripting tailored to Citizens' requirements. Confirmed. Our IVR solution can implement customized voice prompts and call scripts to reflect your corporate branding, business rules, and desired functionality.
11	The system shall provide the ability to credit policy premium payments to the correct Citizens banking depository accounts. Confirmed. KUBRA can provide real-time payment posting to Citizens internal customer accounts and settle funds to a designated Citizens bank account(s).
12	The system shall provide the ability to debit policy premium payments from the correct Citizens banking depository accounts when a payment is reversed by the bank. Confirmed. Citizens' authorized personnel can initiate a return/reversal through .the KUBRA User Console based on the business rules, configurations and established process protocols supported and mutually agreed upon Citizens and KUBRA during the data gathering phase during implementation or managed through the change process on an ongoing basis during contract process and client relationship.
13	The system shall provide the ability to lock out a customer who submits multiple transactions ultimately reversed (NSF). The number of attempts before lock out should be configurable and the ability to unlock should exist. Confirmed. We have a number of fraud prevention tools including specific blocking of accounts, velocity and frequency checks with pre-defined business rules, limitation on frequency of payments per account, multi-tier customer validation, etc. Our solution supports one-off blocks and blocks based on specific rules for coding off of billing data.

KUBRA

14	The system shall have the ability to conform to our online electronic payment website look and feel for a seamless transitions between Citizens' Manage myPolicy website and the payment entry site. Confirmed. All payment channels provided by KUBRA are integrated into one cloud-based platform enabling KUBRA to provide the same Citizen branding standards, navigation, and business rules across all payments channels. Our user interface is completely customized to the branding for each client so that it integrates seamlessly with the client's existing site and is easily identifiable with their business.
15	The system shall enforce a daily reconciliation cut off time of 2:00pm eastern standard time (ET) for electronic payments to be included in the daily electronic payment file to Citizens. Confirmed. Our solution supports next day settlement of funds based on scheduling the previous day. This typically allows KUBRA to support extended timelines for payment scheduling (up to 10 p.m. ET) for next day funds availability. Citizens will be able to define its own settlement timelines and reconciliation processes (e.g., cut-off today and send the remittance file same day or next day)
16	The system shall provide a daily electronic payment file in a format our Aperta payment processing software can consume. The current file type is an ASCII text file. Citizens can provide the file format details during the design phase or prior. Confirmed. KUBRA can a customized daily remittance file as required by Citizens. Additionally, KUBRA supports both batch and real-time posting. The following are the typical options available for transferring payment information to clients for posting: • Standard remittance file provided the next day in line with the fund deposits along with a real-time feed to the CIS via an API set • Standard remittance file provided the next day in line with the fund deposits • Standard remittance file provided the next day in line with fund deposits and an intermittent posting/memo file provided throughout the day (every 15 minutes) • Standard remittance file provided at the end of day cut-off along with intermittent posting files and the use of the returns file the next day for balancing the payments.
17	The system shall combine payments made on Saturday, Sunday or holidays into the next business day electronic file. Confirmed. KUBRA settles all transactions occurring on a Saturday, Sunday, or holiday on the next business day, but they are listed separately and are not combined.
18	The system shall provide notification of the successful placement of the electronic payment file to Citizens' secured network. The notification shall include at a minimum: a. Date Delivered b. File Name c. File Size d. Number of Detail Items e. PaymentTotal Confirmed. KUBRA will provide the file details as required.
19	The system shall transfer the electronic payment file to Citizens no later than 2:30 PM ET. Confirmed. KUBRA will comply.

KUBRA

2 0	The system shall perform a reconciliation process prior to sending the electronic payment file to Citizens, ensuring the payments successfully processed between 2:01 PM ET the prior day and 2:00 PM ET the current day are included in the electronic payment file. Confirmed. KUBRA will comply.
2 1	The system shall ensure Web and IVR payments are electronically deposited into Citizens' specified bank account(s) within three (3) or less days of the daily Monday thru Friday 2:00PM ET reconciliation cut off time. Confirmed. Our solution supports next day settlement of funds based on scheduling the previous day.
2 2	The Vendor must be able to settle balances arising from the exchange of entries for originating and depository institutions of a settler in accordance with the terms of the applicable Federal Reserve Bank Operating Circular and have designated the settler to settle entries on its behalf and provided the Clearing House with a statement in which the settler acknowledges that it has agreed to assume the obligations of a settler for that participant under the EPN Rules of Membership and the EPN Operating Rules (collectively referred to herein as the EPN Rules); and (ii) have been assigned a valid routing number in accordance with procedures established by the American Bankers Association. Confirmed. KUBRA complies with all federal regulations and ODFI requirements to settle balances on behalf of Citizens. KUBRA maintains flexibility with leveraging our preferred ODFI or submit through Citizens' preferred ODFI to manage settlement the latter which is required in this ITN. KUBRA does require language in its applications that a customer authorizes the transaction and payments debited from their account and settled to the appropriate designated payee through the above mentioned networks under NACHA rules and regulations.

B. Payment Search Ability

1	The system shall offer the ability to search for details related to each successful electronic payment. Confirmed. The User Console provides easy-to-use reporting tools to all payment activity in real-time. Authorized Citizens personnel can view all payment history for a given time period and view payment details by Date range, Payment source, Type, Status, Confirmation number, Payer name, Account number, Payment account, and Payment ID. The consoles support over 40 ad hoc reports that can be generated on demand. There is the ability to export your data into an Excel, CSV, or XML file for further analysis across all reports created. In addition, the User Console's Report Manager provides a high level of granularity with respect to data management, user community support/monitoring, and payment settlement/tracking. It provides Citizens access to a multitude of data stored in the KUBRA platform. For each report, the User selects the Report Type then selects the specific report he or she wishes to run and enters the desired search criteria (dates, parameters, etc).

C. Reporting

1	The system shall offer on demand reports for daily / monthly transactions by Citizens bank account. Confirmed. KUBRA User Console offers daily and monthly totals based on the Citizens bank account number.
2	The system shall offer on demand reports for daily / monthly transactions by Web Based and IVR. Confirmed. KUBRA's User Console offers daily and monthly transaction totals by any supported channel (WEB and IVR).
3	The system shall offer on demand reports for daily / monthly Return Item transactions by Web Based and IVR. Confirmed. The Report Manager in the User Console provides a Returns Report, which displays transaction information regarding the returned charges based on a selected date range, payment mode and category

KUBRA

#	
4	The system shall provide IVR phone transaction statistics such as length of call, hang ups, etc. (to be determined during design) Confirmed. The Payment Manager in the User Console provides a variety of IVR reports that display call/IVR statistics based on location, time, duration, date, etc.
5	The system shall offer reports that include payment transaction details indicating, but not limited to, Citizens' Depository Bank Account Number, Citizens Policy Type, Confirmation Number, Payment Amount, Date / Time of Transaction, Name on Account, Customer Email, Customer Bank Account Number, Customer Routing Number, Return Item Amount, Return Payment Type, Return Code, Return Reason, Citizens Policy Type Total Transaction Counts, Aggregate Transaction Counts. Confirmed. KUBRA's Payment Reports will provide Citizens will provide all of the required payment information.
6	The system shall offer user roles that limit access to reports and payment transaction searches. Confirmed. Using KUBRA's Admin Console, Citizens Administrators can establish group-level profiles and select the appropriate reporting information viewable for Citizens' personnel.
7	The system shall offer an administrative module for Citizens to perform provisioning tasks. Confirmed. The Admin Console is the Admin Console, Citizens Administrators can establish group-level profiles and select the appropriate reporting information viewable for Citizens' personnel. e data currently loaded into the central database. The Ad min Console provides role-based access allowing Administrators greater control and flexibility when granting users access to the application. With segmented access, Administrators can establish group level profiles and then assign Users to each group and their associated attributes. There is no limit to the number of profile groups that can be established within the system. Options include access restrictions by date/time and IP address as well as a wide variety of available features/functions (e.g., ability to apply refunds and cancellations). With the ability of Administrators *to* build and maintain profile groups with extensive variables, you are able to institute a more controlled approach across each user's section.

#	TESTING ENVIRONMENT , >, ... ⁄ " ,;: .
1	Vendor must provide a testing environment identical to its actual production environment, where user acceptance testing will take place. Confirmed. KUBRA runs four environments including Development, Test, Pre-Production, and Production. We use these environments to test and deploy implementations, work requests, and future releases of the product. UAT is performed in the Pre-Production environment for which we provide access *to* our clients for initial and on-going testing post go-live. The pre-production system is a duplicate of the production system except for any changes which are currently being tested.
2	Vendor must provide a testing environment that communicates electronic payment transactions end to end securely with Citizens' testing websites and file transfer locations for user acceptance testing. Confirmed. KUBRA will assist Citizens in performing end-to-end testing of the payment solution during user-acceptance testing prior to moving the application into production.

#	NON-FUNCTIONAL REQUIREMENTS
A. Performance	
1	The system shall provide immediate confirmation the electronic payment was accepted and provide the confirmation number and email within 15 seconds. Confirmed. KUBRA will comply.

KUBRA

B. Modifiability
1   The system shall have the flexibility to make changes to meet future business needs, following a reasonable release schedule.   Confirmed. KUBRA has an established post-production Change Control Process. As change requests are received, they are scheduled and executed based on the issue and subsequent resolution metric. Small adjustments to the application can typically be accommodated within two to three hours. More extensive changes need to be scoped and scheduled within our production and support teams and can vary based on the complexity of the change. Changes requiring more than four (4) hours of work will be completed in collaboration with Citizens and your KUBRA Client Relationship Manager. A Statement of Work will be created to fully address any changes.   Support cases for post live date changes include approval, billing details, and a detailed descrip tion and are managed and can be referenced within the Case Management section of DocWeb.
C. Reliability
1   The system shall be accessible by the customer 7 days a week, 24 hours a day unless a planned outage is experienced.   Confirmed. The proposed payment solutions will be available to Citizens customers 24X7X365. We have a regularly scheduled production maintenance window every Sunday from 2:00 a.m. to 6:00 a.m. ET. Please note that this maintenance does not affect our production servers every week.
2   The vendor shall provide a customer service hotline for troubleshooting directly with Citizens.   Confirmed. Our Call Center is available to assist Citizen's customers with general payment inquiries and payment processing Monday through Friday from 8:00 a.m. to 8:00 p.m. EST, excluding holidays.
3   The vendor shall provide the ability to receive Citizens application interruption communications to provide timely customer messaging stating the ability to pay thru Web or IVR is unavailable until the issue is resolved.   Confirmed. KUBRA can provide the required messaging and will work with Citizens to establish the exact text language required communication to your customers
D.Security
1   The system shall provide a secure website to the customer for banking account data entry following Citizens standards.   Confirmed. KUBRA will provide a secure payment PCI and NACHA compliant portal to facilitate payments for Citizens' customers.
2   The system shall provide secure communication with the Citizens web systems to receive policy and payment data.   Confirmed. KUBRA supports data transfer using FTP and Secure FTP (SFTP) as a standard. SFTPs are supported for Encrypted Data Transfers across the Internet or direct, point-to-point dial-up links to ensure data integrity and privacy. All files transferred by SFTP are individually encrypted using PGP. This combination ensures the most possible security of all files transferred. If requested, FTP can also be used; however, KUBRA would require the files to be encrypted and/or transferred over a VPN connection to ensure both the integrity and confidentiality of the files and contents. For the greatest security at some of our larger clients, KUBRA implements a combination of VPN and SFTP data transfer.
3   The vendor shall provide guidance to ensure Citizens meets NACHA guidelines for electronic payment processing.   Confirmed. KUBRA adheres to all NACHA regulations and will work with Citizens to ensure NACHA compliance.
E. Usability

KUBRA

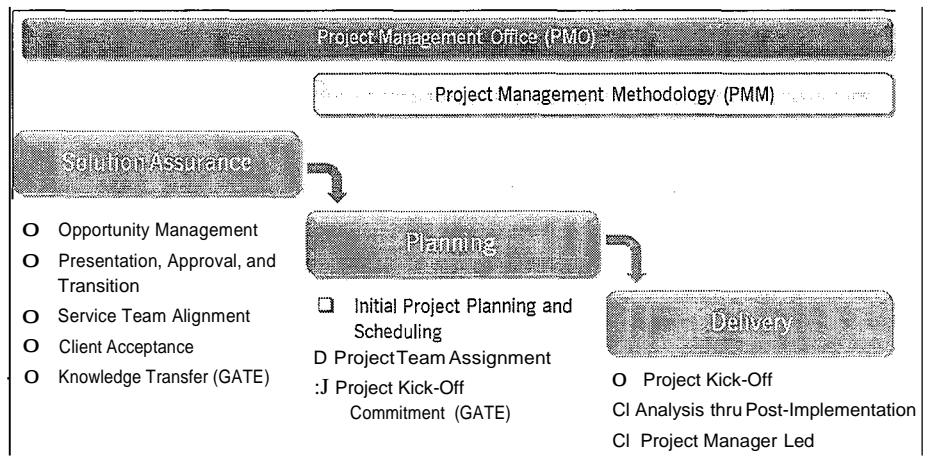|	
1	The system shall provide a non-complicated custoi:ner friendly experience prompting the entry of banking data.
	Confirmd. KUBRA will work with Citizens to design an easy-to-use, customer-friendly IVR and Web experience based on the industry's best practices and KUBRA's 24 years of experience.
2	The system shall provide the customer the ability to accomplish any given task with just a keyboard, without a mouse.
	Confirmed. Our payment solution can be fully used with the use of a keyboard.
3	The system shall produce a dialog box that says "Please Wait" if system delays are longer than .5 seconds
	Confirmed. KUBRA can program the logic to meet this requirement.

KUBRA

B . I mp lementat i on Ap proach

Implementation pricing associated with the proposed Implementation Approach, should be reflected on Attachment G, Price Sheet.

KUBRA has a well-formed and mature methodology identified as our Project Management Methodology (PMM) that draws its foundation from PMI's PMBOK, as well as from other internal and industry best practices. Our PMM is designed to ensure our clients realizes a transparent and continuous flow-of-value throughout the project lifecycle, culminating in successful delivery of products and services creating competitive advantage for our clients.

As defined within our PMM, our projects follow an industry standard phased lifecycle for the organization, management, and control of the project while allowing for iterative and agile development where deemed appropriate based upon the uniqueness of each project initiative. These phases include: Initiation, Planning, Analyzing & Designing, Building, Testing, Implementation, Production, and Post-Production.

KUBRA categorizes all of our projects into three overall stages: Solution Assurance (Managed by the Client Relations team), Planning (Managed by the KUBRA Project team), and Delivery (Managed by the KUBRA Project team). During Solution Assurance, we (the KUBRA Client Relations team) identify the opportunity with Citizens and give visibility of a potential partnership to KUBRA's Service Delivery and Client stakeholders. Upon recommendation of contract execution, the project is given a warm transfer to the aligned Project Management team for project kick-off. We see that this early visibility of projects into our organization (via the Solution Assurance phase) provides a heightened level of clarity once transitioned into Citizens's aligned KUBRA project team. The result is an increase in project velocity, seamless project transition, and greater project control.

Our PMM is managed and governed by our Project Management Office (PMO). Our PMO has oversight responsibility for our Project Portfolio ensuring that all project work is consistently managed by the Best Practices outlined in our PMM, gained over many years of successfully implementing solutions for our clients. The primary purpose of our PMO is ensuring the success of every project for every client. As defined within our PMM, our projects follow an industry standard lifecycle for the organization, management, and control of the project while allowing for iterative and agile development where deemed appropriate based upon the uniqueness of each project initiative.

Exhibit A - Contract between Citizens and KUBRA Data Transfer, LTD.

Contract # 17-16-0016-00

Page 36 of 61

To mitigate risk during the project, we work to identify and detail all requirements prior to commencement of development. Additionally, we employ an enterprise Project Management tool, Clarizen, to track projects while utilizing multiple internal and external project artifacts during the project lifecycle. Clarizen also provides a crystallized view of risks and issues through assessment (identify, analyze, evaluate) and control (monitor, action, closure). You will also be provided a weekly status report that details project completion percentage, schedule status, project roadmap, period covered, accomplishments, and planned activity.

At KUBRA, our goal is to provide implementation services to our customers and business partners in an organized, professional manner. To this end, we have developed a methodology to organize, track, and control each implementation of the KUBRA solution and its related components. Each new implementation will be somewhat customized, so a "cookie cutter" approach to KUBRA project management is unrealistic. The ideal approach is to utilize a standard methodology with certain mandatory components, but to modify it as necessary to support each client's needs.

The key to a sound methodology is well-defined, yet flexible, processes for each stage of the project. Each stage will have the process, participants, and responsibilities clearly identified with standard documentation outlining and tracking each step. In a customer-centric model, initial information gathering and subsequent analysis is the most important task in the entire implementation process for it lays the foundation for the rest of the project development. Inaccurate data gathering can result in project delays, cost overruns, and serious customer dissatisfaction. It is critical to gain quality, well-researched information from the client up front in order to clearly define and document customer expectations and project deliverables to reduce "scope creep".

The following is the implementation methodology to which we adhere:

A. Our philosophy is founded on two principle methodology objectives:

  1. Projects are delivered on time.
  2. Projects are completed on budget.

B. Based on these governing principles, our implementation has four basic goals:

  1. Accurately define project scope and estimate effort involved
  2. Detailed time tracking
  3. Exercise the ability to monitor report and manage adherence to project timelines
  4. Economical utilization of resources

C. The key implementation processes can be sub-divided into four Stages:

  1. Information Gathering and Analysis
  2. Validation and Approval
  3. Project Development
  4. Parallel Testing

KUBRA

D. The implementation process is subdivided into six Primary Phases:

  1. Planning
  2. Governance
  3. Analysis and Design
  4. Solution Design
  5. Build and Test
  6. Go Live

E. Deliverables

KUBRA implementation plans break-out the core tasks into components that are assigned dates and resource guidance. The project plans are delivered in and tracked weekly at status meetings.

Milestones

While our PMM provides the foundation for quality and timeliness through the processes, best practices, guidelines, templates, workflow, etc. contained within, we at KUBRA also respect the uniqueness represented by each project effort. As every project is unique, the Milestones defined for that project can be just as unique. Our PMM contains a standard list of Milestones, including our Phase Gate Reviews that are tracked and managed and reported on throughout the lifecycle of the project.

PHASE	Milestone	Short Description
PLANNING	Project Initiation	Key internal SLAs and handshakes ensuring a timely response to our clients
	SOW Agreement	Setting client expectations of Scope, Size, and Complexity
ANALYSIS & DESIGN	Solutions Design	Key internal Design Review and Approval
	Requirements Agreement	Presented in our SOW, BRd, and Project Plan, with the SOW and BRd as executable agreements
BUILD	Commencement	Committed and marked by our SOW
TEST	SIT Commencement	Integration commencement
	UAT Commencement	User Acceptance commencement
IMPLEMENTATION	Live	Marked with the completion of our Pld (Project Live Document)
POST IMPLEMENTATION	30-Day Warranty Period to LIVE	Engaged Project Team through transition to Client Support within the same Center-of-Excellence

Tasks

All implementation plans break-out the core tasks into components that are assigned dates and resource guidance. Our project plans are created specific for our clients and tracked weekly via Project Status Reports generated through Clarizen, and during regularly scheduled status meetings determined by both the scope and complexity of a project, and more importantly by our clients' needs.

KUBRA

Testing

KUBRA performs rigorous quality assurance (QA) testing through our QA Department prior to the Go Live date. We run four environments including Development, Test, Pre-Production, and Production. We use these environments to test and deploy implementations, work requests, and future releases of the product. User Acceptance Testing (UAT) is performed in the pre-production environment for which we provide access to our clients for initial and on-going testing post live date. The pre-production system is a duplicate of the production system except for any changes which are currently being tested.

Following is diagram from our internal testing documentation showing the steps involved in the project process:
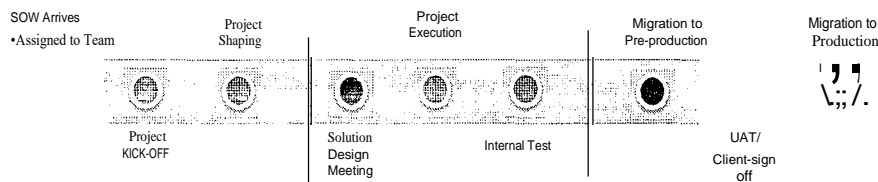
Figure 22: Testing Flow

After extensive user acceptance testing (UAT) by both KUBRA and Citizens, your project package will be certified by our QA team and promoted to the production environment. The warranty period generally extends for 30 days post Live Date (Production) during which your dedicated Project team members are available to effectively correct any random issues that may arise. KUBRA's solutions are fully hosted and our products are provided as a Software as a Service (SaaS) solution; therefore, no hardware or software purchases or installations will be required of Citizens.

KUBRA utilizes the same testing process for any service enhancements deployed.

Staffing

At contract award you will be assigned a Client Services team (CSt) managed by our Service Delivery organization. Your CSt will be comprised of a Technical Leader, Project Manager, Senior Programmer, QA Analyst, Quality of Service Analyst, Document Administrator, User Acceptance Testing (UAT) Analyst, Database Analyst, and Client Support personnel. Our clients are assigned a dedicated est not only for the initial implementation, but for the life of their relationship with KUBRA.

During implementation and on-going, there will be little involvement required of Citizens in order for the project to function at an optimal level of proficiency. Citizens will assign resources (including technical personnel) as needed to support the project. Citizens' resources to include:

• Project Manager – Citizens will assign a Project Manager to coordinate all activities and resources. The Project Manager will work with the KUBRA Project Manager to ensure that skilled and

knowledgeable resources are assigned to support issue resolution, keep the project on track, and help guide the project to successful completion.

- **Network Communications Team** - At the outset, KUBRA will assign a Network Communications Coordinator to the implementation and requests that Citizens provide a corresponding individual to coordinate and test network connections (T1 lines, FTP or SFTP).

- **System Integration Team** – KUBRA requests that Citizens provide a resource or two to provide information as needed regarding the data file and printer resources (fonts, logos, etc.) and to coordinate the delivery of test files. Other responsibilities include User Acceptance Testing.

Project Timeline

The typical implementation for the proposed services is 60-120 days. A project plan based upon Citizens' final project requirements will be provided after contract award.

KUBRA

C. Value-Added Services

KUBRA's Adoption Marketing Creative Services Program offers you access to a team of marketing professionals who provide strategic campaign strategies and tactics that help you achieve above average paperless billing conversion rates. Implementation of a great e-bill solution is just one piece of a comprehensive e-billing program. You need to develop and deploy an equally effective communication plan to ensure maximization of the e-billing channels. The mistake many organizations make is not following through on the second phase of an e-billing program.   We can help.

Online	Offline
• Email Marketing	Direct Mail
• Social Media	Bill Inserts & Onserts
Website UX	Policyholder Segmentation
Online Advertising	Channel Management and Optimization
Search Marketing	Internal Communications (Call Center) Campaigns
Video "How-To"	
Contest Development	Market Research

Proven Marketing Strategies and Tactics

KUBRA's Adoption Marketing Program devises an e-billing adoption strategy that is tailored by company and policyholder demographics and then provides you with the strategic direction,   creative files, and implementation timeline for the project. To ensure your campaigns remain effective for the long term, our team will also work with your internal resources to monitor campaign performance, hold strategy planning sessions, and suggest campaign enhancements. Our long history of electronic billing and working in your industry means we can anticipate market trends that affect policyholder e-bill adoption and customize a campaign that takes those recent policyholder behaviors and preferences into account.

Strategy and Creation

Our team will work on e-bill adoption strategies tailored to your organization. We will meet with your internal teams throughout the development process to ensure that the campaign goals, ideas, concepts, artwork and branding are aligned with your organization. We will also provide your organization with both copywriting services and creative assets to meet your e-bill adoption goals through several marketing tactics. Strategy and optimization of channels can include: existing and new delivery channels, conversion of bank bill pay policyholders to e-bill, e-bill content syndication strategies, enrollment best practices, Enterprise enrollment processes, and e-bill best practices.

KUBRA

D. A bility to Meet Future Needs

Credit /Debit Cards

Our platform supports one-time, scheduled, and recurring payments for the following payment channels and networks and can easily implement these payment methods at Citizen's request in the future.

- Credit Card - Visa, MasterCard, Discover, and American Express
- Signature Debit - Visa, MasterCard, and Discover
- ATM PIN-less Debit - Star, NYCE, Pulse, and Acee!

KUBRA has evaluated the inclusion of PayPal in our system in the past and we do not currently support this payment type. This strategic decision is due to low adoption with our billers and the availability of other payment types, but we are willing to discuss the need for this payment type with Citizens.

Mobile

KUBRA supports a variety of mobile payment interactive channels with one integrated solution. We provide a complete mobile solution – support for all three critical interaction channels (SMS, Responsive Web Design, and App) within one integrated solution.

Mobile Responsive Web Design

With the Mobile Responsive Web Design (RWD) approach to e-billing, the solution identifies the specific mobile device accessing the site and then optimizes the experience specific to each environment. The user interface is flexible and conforms to the dimensions of the customer's device, whether tablet, Android, Windows Phone, or iPhone. All Biller-Direct functionality is available and customers can view detailed bills, create shared accounts, review bill history, manage accounts, pay bills, schedule recurring, threshold-based, automatic payments, update contact information, and manage alerts across Web, IVR, and Mobile (text) channels.

Mobile Apps (Android and iOS)

The mobile app end user experience is very similar to that of the traditional site with the primary difference being the downloading of the App initially. KUBRA can provide a fully-branded app searchable from Google Play or the Apple App Store. All Biller-Direct functionality is available to the customer including detailed document viewing, scheduling payments, accessing payment history, and profile management.

KUBRA

E. Pro posed Project Organizatio n and Staffi ng

Our Client Support model is applied uniformly across all of our solutions and our Service Delivery (SD) organization takes an integrated approach to client service encompassing all aspects of Relationship Management, Technology Customer Service, Professional Services, and Operations. Our SD team provides front line support to our clients working in collaboration with Citizens' dedicated KUBRA Client Relationship Manager. KUBRA's internal teams interact daily in a cross-functional manner to ensure that your needs are met and exceeded in a timely manner. Working in collaboration with individuals from Citizens, our organization implements a customized governance model to meet your daily, monthly and quarterly communication needs.

Upon contract award, Citizens will be assigned a dedicated Client Service team. The Client Service team (CSt) is comprised of Technical Leader, Project Manager, Programmer, Developers, and Business Analysts. The Quality of Service team, User Acceptance Testing (UAT) team, and Client Support personnel support the est in meeting the project milestones and the road to production. The Project Manager and Technical Lead will be the main points of contact during the implementation phase of the project.

The KUBRA Project leader will be responsible for the administration and technical direction of all applications and deliverables as well as the overall success of the project. At a minimum, KUBRA schedules weekly status meetings during the life of the implementation; and, weekly status reports are distributed to provide a listing of the deliverables achieved as well as a status of deliverables in progress for the following week. This includes a status of each deliverable the detail, due date, and resource assignment.
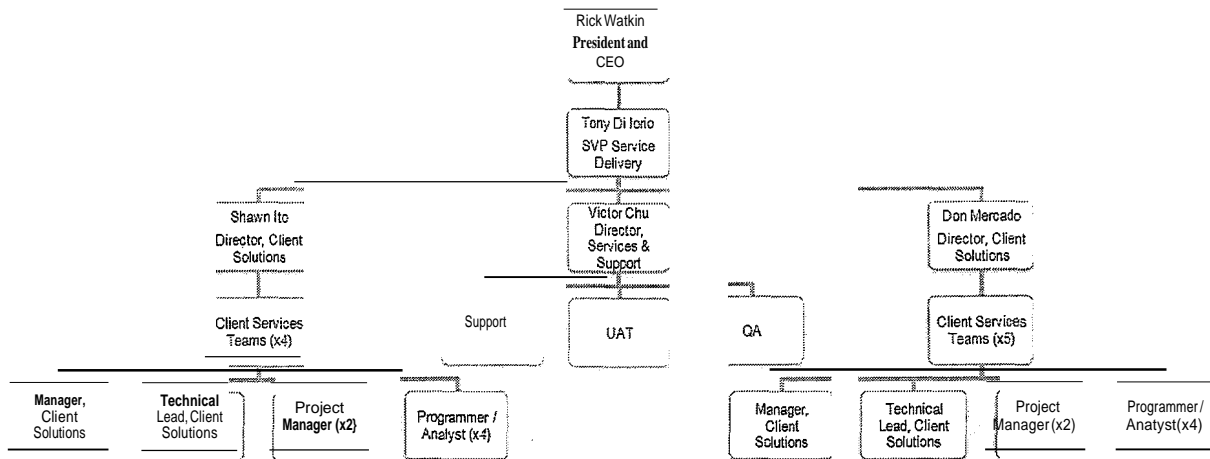
Citizens will also be assigned a Coppell, TX-based Client Relationship Manager (CRM) reporting to Braden Short, Vice President of Sales & Client Relations. Braden reports into Rick Huff who is the SVP of Sales, and Client Relations. Regular touch-point meetings provide the foundation for an effective offering across all products and services.   The CRM is available to meet and discuss performance

regularly. They will have ultimate accountability for strategic client relationship management, manage client expectations, nurture and extend relations, act as a point-of-escalation on issues, support product implementation teams, manage contractual and financial elements of the relationship, and provide guidance on existing and complementary product roadmaps. The CRMs' core focus is to serve as the day to day contact post go-live and function as internal advocates to direct resources and activities within the KUBRA organization.
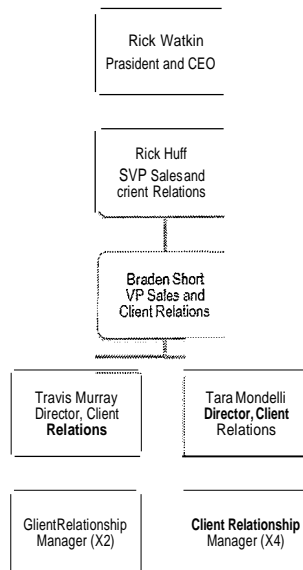
The following KUBRA key personnel will be assigned to Citizens' project.

o   Steven Estroff, National Sales Manager - Insurance

o   Travis Murray, Director of Client Relations

o   Tony Di Iorio, SVP of Service Delivery

o   Braden Short, VP of North American Sales & Client Relations

o   Shawn Ito, Director of Client Services

ο   Monika Zagorda, Manager, Client Solutions

ο   Terry Lee, Project Manager

o   Junhan Lee, Sr. Programmer

o   Jordan Petkov, IT Developer

KUBRA

Name	Position	Degrees/Experience
Terry Lee	Project Manager	• Considerable knowledge in the analysis, design, and re-engineering of systems applications and business processes • Experience in the documentation of system and business requirements and specifications • Extensive knowledge in creating step-by-step technical and user manuals, design and development of user and test-case scenarios, and root-cause analysis • Ability to develop test plans, conduct user testing, training, and implementation of new processes and technology • Exceptional problem solving and sound decision making capabilities • Recognized by associates for quality of data, alternative solutions and confident, accurate decision making • Extensive experience **in all** MS office and project management software, MS windows operating systems, designing and implementing Web-enabled and enterprise client/server applications with various software tools in various architectures • PMI certified • Content management via **ERP** systems/SOL databases, operations and deployment cross asset, cross region • Gathers and documents business and functional requirements • On-going operational support liaison/Application end user training for new and current users • Leads meetings involving content publishers, development heads, business managers and key stakeholders

KUBRA

		• Works closely with IT architects and Support Teams and helps in the technical analysis of solutions • Works closely with QA teams and helps in the execution of test plans for major release cycles Average Tenure at KUBRA: 7 Years
Monika Zagorda	Manager, Client Solutions	• Familiar with Relational Database Design using Microsoft SQL Server • Systems Modeling Using MS Visio • Familiar with SDCL practices • Created Logical models using Erwin 4.0 • Networking - LAN, WAN, TCP/IP • Microsoft Office Suite including 7+ years experience with Excel, Word, Outlook • Active Directory • Strong leadership, organizational, time management, and customer service skills • Strategic Analysis and Feasibility Assessment Report for Retailer • Performed Economic and Market Research to identify key threats, emerging trends, and potential profit areas for company • Analyzed key processes within the company and re-designed those processes along with the information systems to make operations more effective • Evaluated budgets to determine feasibility of new systems within the current work environment Average Tenure at KUBRA: 9 Years
Junhan Lee	Senior Programmer	• Extensive experience (11 years) in structural and object-oriented programming in C/C++ and Visual CC++ • Experience in developing Web oriented applications

		including Java, AWT, JSP, JavaScript, JDBC etc)
		• Four years modeling and developing client-server and N-tier architecture based on COBRA
		• Experience in development of multi-threaded and real-time systems
		• Communication and Internet protocols
		• Voice compressions and modern communications
		• Detailed oriented with strong team leadership skills combined with the ability to work individually
		• Strong analytic skills
		• Designs and develops HTML, JavaScript, JSP, Java Servlets and Java EJB to provide a Web interface
		• Debugging, regression testing, and fixing defect notifications in JSPs, Java EJB, Java Servlets and IBM DB2 stored procedures
		• Designs and implements software packages
		Average Tenure at KUBRA: 9 Years
Jordan Petkov	IT Developer	• Proficient in a programming (C#, VB.NET, ADO.NET, C, C++, VB, ADO, COBOL, OOP, Java)
		• Analysis and Design (SDLC, Data/Process, Modeling, Feasibility, 1/0 Design & Prototyping)
		• Web Development (ASP.NET, ASP, JSP, JavaScript, HTML, XHTML, CCS, XML, XSL)
		• Databases (SQL, Server 2000 (SOL, Transcript-SOL), Oracle 8/9i (SQL*Plus/PL-SQL)
		• Networking (Active Directory, DHCP, DNS, SMTP, TCP/IP, Novell NetWare 5.x)
		• Operating Systems (Windows 95, 98, 2000, XP, 7, Windows 2000/2003 Server UNIX)
		• Miscellaneous (MS Office, Crystal Reports, IIS5.X/6.0, Flash)
		• Provides technical support for customers on WIN

KUBRA

		• and MAC platforms • Guides installations of Internet software and DSL Modems • Assists in establishing new connections and troubleshoots existing ones • Provides support and introduces new features • Assists in creating/updating FAQs • Assists agents with difficult or ambiguous situations Average Tenure at KUBRA: 10 Years
Travis Murray	Director, Client Relations	• Ten years of customer service within the public and private sectors • Responsible for account management • Ensures client changes are completed effectively • Responsible for aiding, improving and expanding relationships with existing clientele • Acts as a liaison between the client, IT, Programming and Production/Operations departments • Proficient in Microsoft Word, Excel, Power Point, Outlook • Acts as main point-of-contact for high priority accounts • Maintains relationships with upper management (VPs and Directors) in key departments (Marketing, Customer Service, Finance IT, etc.) • Works extensively to research and resolve internal, client-related, production, and operational issues in an effective and timely manner • Prioritizes all client-related work orders via the Change Management Process. • Holds regular meetings with Client Development and

KUBRA

		various departments within IT to maintain the Work Order Prioritization Spreadsheet

KUBRA

F. Maintenance and S upport

What makes KUBRA's implementation and support model unique is the team responsible for the implementation will also work with Citizens for the life of the contract with KUBRA. At contract award, you will be assigned a U.S.-based Client Services team (CSt) managed by our Service Delivery organization. Your CSt will be comprised of a Technical Lead, Project Manager, Senior Programmer, QA Analyst, Quality of Service Analyst, Billing Administrator, User Acceptance Testing (UAT) Analyst, Database Analyst, and Client Support personnel. Our clients are assigned a dedicated est not only for the initial implementation, but for the life of their relationship with KUBRA.

KUBRA provides post-production client support through our Service Delivery team, which supports our clients 24 hours a day, five (5) days a week. Weekend support is provided through our Client Support office. For any production service issues, support is available 24X7X365. KUBRA's service and support structure supports an automated e-mail response and tracking system as well as an online support case system. Incidents are tracked via a work request "ticket" that is created in DocWeb (KUBRA's online service portal) and documents all correspondence through its entire "lifecycle". The ticket is also used to collect vital information for the change management logs which detail all issues and the subsequent adjustments and revisions to the solution in question. Citizens will be able to log-on to DocWeb and track all active and closed support cases including their statuses and all case associated e-mails. All e-mails and phone calls receive a response within 15 minutes and a support case is created via an automated e-mail.

The support system has pre-defined SLA times for issues reported into the support team. Standard response/resolution metrics are as follows:

- 30 second max wait time for initial contact to the call   center
- 15 minute response for receipt and processing of an online   inquiry
- 5 minutes average timeline to resolve 95% of e-bill support   issues

At any time, Citizens may contact our established escalation process resulting in notifications to your assigned CRM, the Vice President of Sales & Client Relations, and the Senior Vice President of Service Delivery. Escalation contact information will be provided during project kick-off.

KUBRA will provide full training to your staff through our unique "Train-the-Trainer" certification process, managed by our KUBRA U Department. This training program can be provided at your preferred location in a format which is typically completed in one to two (1-2) days. Training is scheduled in your KUBRA customized project plan, at a mutually agreed upon date prior to your Go   Live.

All training tools (Train-the-Trainer, User Guides, and Reference Videos) are provided at no additional cost. Our training team has, on average, 12 years of experience working with print and electronic billing systems.

KUBRA

KUBRA

STATEMENT OF WORK

DocWeb CASE: TBD

CITIZENS PROPERTY INSURANCE CORPORATION

eject Management Methodology (PMM)

Document: Statementof Work (SOW)	DocumentVersion: v3.5.1c	ww.KUBRA.com

Questions concerning the content, use, or validation of this document may be directed to your KUBRA CRM, your KUBRA Project Lead, or KUBRA Client Support at clientsupport@KUBRA.com

This Statement of Work ("SOW") between Citizens Property Insurance Corporation ("Citizens") and KUBRA Data Transfer Ltd. (KUBRA), as it relates to this specific project, is entered into pursuant to the Agreement for ePayment Solutions and Services pursuant to ITN 16-0016 between KUBRA and Citizens. (The "Agreement"), and consists of this SOW, and its applicable attachments and transaction documents referenced herein, and is effective as of the last signature date below.

Furthermore, all parties acknowledge and understand that the services being delivered hereunder will not commence until full execution of this SOW. The parties agree that execution and delivery of this SOW via facsimile or scanned PDF is legal, valid, and binding execution and delivery for all purposes.

The individuals executing this SOW on behalf of Citizens and KUBRA do each hereby represent and warrant that they are duly authorized by all necessary action to execute this SOW on behalf of their respective principals.

Important Dates:
It is expressly agreed and understood and that the timeline provided herein by Citizens and set forth in the SOW below is tentative and any change in the cutover date(s) will be communicated immediately to KUBRA in advance as much as possible. Citizens will attempt to cutover on two separate occasions as determined in the project schedule, however, in the event Citizens is not ablei to meet either cutover target dates, the paries agree that Citizens may continue the use of KUBRA's services throu0h the execution of a change order to extend the term of this SOW.

The Project Start Date will be synonymous with an 8-hour Requirement Kickoff Meeting to be held in Tallahassee, Florida. The following KUBRA staff will be present in person for the Requirement Kickoff Meeting: Steven Estroff and Nish Bandara.

All "Final" SOW's will be presented with an Expiration Date. The SOW must be approved and returned to KUBRA by the end-of-business on the stated Expiration Date to ensure that the project schedule and associated milestones are honored. Once the SOW has expired, project scheduling and staffing will need to be revisited which may impact scheduled milestones, project staffing, project costs, and ultimately the project LIVE.

i-Pay Module:
The i-Pay module provides a complete payment enrollment, scheduling, management, warehousing and settlement application with real-time and batch connections to ACH originators, Credit Card Processors, and ATM networks. The i-Pay module supports e-bill activated [one-time/recurring], one-time [IVR, Call Center, Internet], and legacy EFT payment configurations. In addition, you can source within the suite or independently our one-time quick payment solution - KUBRA EZ-PAY™ - that supports a non-enrolled payment model across IVR, Internet, and Call Center channels. The i-Pay Module also supports the i-Lockbox application which aggregates payment data from multiple pay-any-one networks, walk-in payment vendors, and traditional remittance files.

Services To Be Provided:
See KUBRA's 25-page response to Citizens ITN No. 16-0016, a copy of which is attached to Exhibit A of the Agreement. Among the Services to be provided are:

- Real-time payment enrollment and validation for ACH, credit card, debit card and ATM PIN-less Debit payment accounts

- The capture and construction of consolidated, recurring, one-time [Internet/IVR/CSR assisted], future and e-bill integrated payment instruction file creation and   delivery.

- Allows a customer the ability to make one-time payment via ACH/Credit Card/Debit Card/ATM PIN-less payment types via automated digital IVR, via a biller-branded web page in a self-serving capacity or via a live CSR (Citizens) in a call center in an assisted   manner.

- Warehousing of payment accounts, profiles, preferences, and payment transactional history

" Support of a payment scheduling interface [one-time, recurring vadable, recurring fixed) and a payment profile and history interface with varying levels of   detail.

- Delivery of the payment instruction files to the noted ACH originators and credit/debit card processors for settlement

- Capture and processing of the remittance advice from the processors for A/R posting and reconciliation

- Integrated reporting and management tools

- Warehousing and display of transactional payment history, forecasting data and payment profile information in the form of reports and online records.

- EFT engine supports the processing of payment files and warehousing of payment profiles along with management tools for new users.

- Automated communications to Citizens of the successful generation and transfer of the electronic payment file to Citizens.

Notes:
ACH transactional fees do not include ACH origination charges – levied directly by originator
Credit card authorization, settlement and interchange fees are separate and applied directly by the acquirer.

Return fees are applied to all returns (i.e. invalid account number, NSF, NOC, etc for ACH) and are levied directly by the ACH originator to Citizens.

The i-Pay Module supports a non-convenience fee or Citizens-Fund payment model.

EFT Application supports legacy EFT processing and support for existing and net new EFT customers.

Any long distance fees incurred to support the IVR application are at Citizens' sole cost (if requested, KUBRA will procure a toll-free 800 number or allow Citizens to port its own toll-free 800 number to KUBRA's facilities. All toll-free expenses will be paid by Citizens).

API Specifications:
What is the Real Time Balance Update / Validation feature?

This functionality instructs KUBRA to validate and retrieve the latest balance from a Citizens' Web Service instead of getting the data through the Validation data files Citizens sends to KUBRA.

What are the requirements for this function to be available?

A Web Service from Citizens should be available for KUBRA to consume that will return the following essential information:

    Amount Due
    Due Date
    Bill Date
    Account Type (Commercial vs Residential), if applicable
    Is Cash Only (User cannot pay via Bank Account), if applicable

KUBRA will then be creating an interface (internally referred to as Adapter) that will allow seamless connectivity between Citizens' Web Service and KUBRA.

The following are the current supported frameworks:

    Restful Web API (Preferred method)
    Windows Communication Foundation (WCF)
    Other frameworks/protocols may be supported but may require review and additional development time
    SAML 2.0.

If Citizens does not have an existing Web Service available, it is recommended to Citizens to build a **Restful Web AP/** that will accept and return parameters as defined on the KUBRA's Service Contract. The preferred mode of authentication is through API keys passed through the request header. In doing so, development time of the interface (or adapter) will be greatly reduced as this may allow KUBRA to just utilize the existing Standard Adapter to communicate with Citizens' Web Service. In this scenario, the following illustrates what we are expecting to be sent out and received as a response.

Request (KUBRA to Citizens' Web Service) - Validation Fields

Object Definition

public interface IValidationField

 {

  string FieldName { get; set; }

  string Value { get; set; }

Sample Request:

  "fieldName": "ACCNO",

  "value": "401"

 },

 {

  "fieldName": "ZIPCODE",

  "value": "90210"

Response (Citizens' Web Service to KUBRA) - Account Information

Object Definition

public interface IAccountBalance

   Account Account { get; set; }

   Balance Balance { get; set; }

The full definition of the request/response objects *above* can be provided through the Service Contract (Data Contract) during development.

Sample Response

```
"account": {

  "$type": "KUBRA.ldoxs.ServiceContract.Models.Account, KUBRA.ldoxs.ServiceContract",

  "accountNo": "401",

  "accountType": "Residential",

  "isCashOnly": false,

  "metadata": {

    "$type": "System.Collections.Generic.Dictionary'2[[System.String, mscorlib],[System.String, mscorlib]], mscorlib",

    "restricted": "No",

    "division": "DFC"

  },

 "$type": "KUBRA.ldoxs. ServiceContract.Models.StandardAccountBalance, KUBRA.ldoxs.ServiceContract",

"balance": {

  "$type": "KUBRA.ldoxs.ServiceContract.Models.StandardBalance, KUBRA.ldoxs.ServiceContract",

  "dueDate": "2016-02-01 T00:00:00",

  "balanceAmount": 127.35
```

Real-time Payment Posting:
The Real Time Payment Posting functionality allows Citizens to receive real time payment information from KUBRA when a customer makes a payment through the system. This information may be used to update Citizens' internal systems to be used for their business requirements (i.e., stopping a disconnection order, etc).

Similar to the Real Time Balance feature, this will require an Interface (or Adapter) to act as a bridge between KUBRA and Citizens' Web Service.

Requirements:
A Web Service from Citizens should be available for KUBRA to post the following information:

> Account Number being paid
> Payment Amount
> Payment Date
> Payment Status
> Payment Account info

The following illustrates the parameters KUBRA will post back to Citizens after a payment process has been completed:

Object Definition

public interface IPaymentNotification

  string PaymentId { get; set; }

  string AccountNo { get; set; }

  decimal PaymentAmount { get; set; }

  DateTime PaymentDate { get; set; }

  DateTime PaymentEntryDate { get; set; }

  string ConfirmCode { get; set; }

  PaymentMode PaymentMode { get; set; }

  CardType CardType { get; set; }

  AccountType AccountType { get; set; }

  decimal ConvenienceFee { get; set; }

  string PaymentStatus { get; set; }

  string Comment { get; set; }

  string Originator { get; set; }

  Dictionary<string, string> Metadata { get; set; }

Sample Request

  "paymentId": "1234567890",

  "accountNo": "20166656",

  "paymentAmount": 45.50,

  "paymentDate": "2016-08-18T19:49:28.5162",

  "paymentEntryDate": "2016-08-18T19:49:28.5162",

  "confirmCode": "tst334",

```
"paymentMode": "CC",

"cardType": "VI",

"accountType": "R",

"convenienceFee": 1.95,

"paymentStatus": "AUTHORIZED",

"comment": "",

"originator": "",

"metadata": {"KEY1":"VALUE1", "KEY2":"VALUE2"}
```

As with the Real Time Balance feature, the Service Contract (Data Contract) may be provided to Citizens to use as reference for the Request/Response schema.

General Information:
In both functional items, to be able to test and develop properly, Citizens may have to whitelist KUBRA's development and production servers when accessing or consuming their Web Services.

KUBRA will provide a list of IP addresses that will be used during the course of development as well as the actual production environment information. If required, authentication information (for connecting to their services) should also be provided by Citizens to KUBRA prior to development.

If there is already an existing Citizens Web Service, KUBRA may require Citizens to provide the Web Service Definition Language (WSDL) and may request additional data to be passed if the required information is not sufficient for the KUBRA process to complete successfully.

EXHIBIT B -
COMPENSATION SCHEDULE

* * *

<u>Note Regarding Future, Optional Services</u>: As the electronic billing and payment industry evolves, other types of services may be included under the Agreement pursuant to mutually agreed upon terms and pricing. An amendment shall be required to add these future services. To maintain the integrity of Citizens' procurement processes, payment for these future services shall not be allowed to constitute more than 50% of the total payments being made under the Agreement.