AGREEMENT FOR REMITTANCE PROCESSING SOLUTION

THIS AGREEMENT is made and entered into for the above stated project as of June 8, 2018, by and between CITIZENS PROPERTY INSURANCE CORPORATION, a legislatively created Florida governmental entity, hereinafter referred to, as "Client," and RT LAWRENCE CORPORATION, hereinafter referred to as "Contractor", "RT Lawrence", or "RTL." Client and Contractor shall each be known as a "Party," and collectively shall be known as the "Parties."

RECITALS

On August 17, 2017, Client issued an Invitation to Negotiate No. 17-0008 for Remittance Processing Software & Hardware. Contractor's response to the solicitation was accepted by Client, subject to the terms set forth in this Agreement. In consideration of the mutual promises and restrictions stated in this Agreement, the Parties acknowledge and agree as follows:

TERMS OF AGREEMENT

SECTION 1 – AGREEMENT DOCUMENTS
The Agreement consists of the following documents, listed in the order of priority in the event of conflicting terms. Each attachment named below are attached hereto and incorporated herein.

- A. This executed Agreement

- B. Attachment A "Client Remittance Processing Solution"

- C. Attachment B "RTLawrence Corporation License Agreement"

- D. Attachment C "RTLFiRST Software Warranty"

- E. Attachment D "RTLFiRST Annual Support Agreement"

- F. Attachment E "Citizens Standard Terms and Conditions"

- G. Attachment F "Price Sheet"

SECTION 2 – SCOPE OF WORK
Contractor agrees to sell to Client and Client agrees to purchase from Contractor the equipment, accessories, material licenses, training, services, and maintenance enumerated in Attachment A (each a "Deliverable" or a "Service", and collectively the "Deliverables and Services"). For and in consideration of the payments to be made by Client, Contractor agrees to promptly furnish the Deliverables and Services in a competent, professional and, workmanlike manner in accordance with industry standards and best practices.

SECTION 3 – CHANGES IN WORK SCOPE
No additional amounts shall be paid to Contractor by Client for Services or Deliverables not included in this Agreement without the prior written approval of Client.

SECTION 4 – INSURANCE REQUIREMENTS

- A. <u>Minimum Scope and Limits of Insurance</u>. See Exhibit E.

- B. <u>Acceptability of Insurers</u>. Insurance required herein shall be provided by Admitted Insurers in good standing with the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless otherwise acceptable to Client.

- C. Contractor shall not receive any compensation until all insurance provisions have been satisfied.

SECTION 5 – LICENSES AND PERMITS

Contractor represents and warrants to Client that it has obtained all licenses, permits, qualifications, and approvals of whatever nature which are legally required to supply Deliverables and Services. Contractor represents and warrants to Client that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to supply the Deliverables and Services.

SECTION 6 – NOTICE

When notice is required to be provided under this Agreement, it shall be provided to the following persons at the following addresses:

CITIZENS CONTRACT ADMINISTRATOR:

      Citizens Property Insurance Corporation
      Attn: Lori Newman, Vendor Management Office
      301 W Bay Street, Suite 1300
      Jacksonville, Florida 32202
      Lori.Newman@citizensfla.com
      904-407-0225

CONTRACT MANAGERS:

CONTRACTOR:	CLIENT:
RT Lawrence Corporation	Citizens Property Insurance Corporation
John Phillips	Angela Lockwood
7740 Painter Avenue, Suite 100	2101 Maryland Circle
Whittier, CA 90602	Tallahassee, Florida 32301
john.phillips@rtlawrence.com	Angela.Lockwood@citizensfla.com
562-696-4843	850-513-3893

The Parties shall provide written notice to Vendor of any changes to the parties listed above; such changes will not be deemed amendments.

SECTION 7 – GOVERNMENT LAW

The Agreement shall be governed by the laws of the State of Florida excluding its conflicts of law provisions.

SECTION 8 – INTEGRATION

This Agreement, and any exhibits, schedules and attachments hereto, set forth the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes any prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement.

SECTION 9 – AUTHORITY

Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

SECTION 10 – GRAMM-LEACH-BLILEY

Notwithstanding any other provisions in this Agreement, the provisions in the following two (2) paragraphs shall apply:

Contractor asserts that any disclosure of information hereunder from Client to Contractor qualifies for one or more of the general exceptions to both notice and an opportunity for opt-out under the Gramm-Leach-Bliley Act (the "Act"). Furthermore, Contractor agrees that any information disclosed by Client to Contractor hereunder shall only be used by Contractor for the sole purpose for which it was disclosed by Client under this Agreement.

To the extent this Agreement requires the disclosure of any "non-public personal information" under the Act from Client to Contractor, Contractor represents, warrants and agrees that Contractor and its agents and/or representatives shall strictly comply with Section 502(b)(2) of the Act and the applicable state rules and regulations relating thereto, and shall not disclose directly or indirectly such information to any third party, unless required by Florida Public Records Laws as described in Attachment E. Furthermore, Contractor represents, warrants, and agrees that Contractor and its agents and/or representatives shall hold in strict confidence in perpetuity any and all proprietary information, intellectual property, and any "non-public personal information" including that relating to Client's customers, prospective customers and/or former customers that is disclosed pursuant to this Agreement.

SECTION 11 – DURATION

The implementation services ("Implementation Services") under this Agreement shall commence on a date mutually agreed upon by the Parties and shall continue until all Implementation Services are completed (no later than August 31, 2018 unless extended by Client or pursuant to force majeure).

Following Implementation Services and acceptance, Services under this Agreement shall commence and shall continue for a five (5) year base term. This portion of the Agreement may be renewed for up to five (5) additional one (1) year renewal periods by mutual written agreement of the Parties. It is understood and agreed that Contractor will provide hardware maintenance Services only for the first year of the Agreement and Client will be responsible for securing hardware maintenance services thereafter.

[Signature Page Follows]

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

CITIZENS PROPERTY INSURANCE CORPORATION	**RT LAWRENCE CORPORATION**

DocuSigned by:

Jennifer Montero

0014DA78C76944B...

Signature

Jennifer Montero

Print Name

Chief Financial Officer

Title

6/6/2018

Date Signed

DocuSigned by:

Kelly Booten

7B9C7AA80007493...

Signature

Kelly Booten

Print Name

Chief- Systems and Operations

Title

6/6/2018

Date Signed

DocuSigned by:

John Phillips

717199987FAC43A...

Signature

John Phillips

Print Name

Chief Operating Officer

Title

6/6/2018

Date Signed

Attachment A
Client Remittance Processing Solution

A. **Overview**: The Deliverables and Services to be delivered to Client consist of the following:

1. Hardware: The hardware components consist of those items specified in Attachment F, Price Sheet. [Note: The System must run on its own dedicated processor workstation. This workstation is NOT included in the solution quote. RTL not does standardize requirements for PCs and Servers. RTLFiRST & its imaging archival module FiRSTView utilize MS SQL Server.]

2. Software: The software is the "RTLFiRST Software" developed, owned and maintained by Contractor.

3. Implementation Services: Implementation Services shall include including planning, installation, testing, training, and estimated travel. The fee for Implementation Services is subject to mutually agreed upon change orders. All travel reimbursements must be made according to Client's Vendor Travel Reimbursement Guidelines.

4. Support Services:

    a. After the first year, hardware support for OPEX equipment may be obtained by Client via a contract with OPEX. Attachment F, Price Sheet sets forth estimated expenses and are not guaranteed. (Note: hardware support for A2iA equipment is included in the annual software support fee paid to Contractor).

    b. After the first year, software support for the RTLFiRST software shall be at the prices set forth on Attachment F, Price Sheet.

    c. Client may request professional services beyond what is included in Attachment D, RTLFiRST Annual Support Agreement. Such professional services would be subject to the rate set forth in Attachment F, Price Sheet.

B. **Software Functionality**: Contractor represents and warrants that the RTLFirst software will be identical to the software described in Contractor's original response to the ITN, including:

1. the ability to query Guidewire BillingCenter via web interface (RTL terminology is *Real Time Lookup)*;

2. MICR memory for check only payments without remittance that assists in payment application;

3. the ability to process checks with full page (mortgagee paid) remittance using advanced OCR features that reduce manual keying of account and amount information (*RTL terminology is Click List*);

4. the ability to initiate deposits to multiple accounts based on criteria associated with Client's policyholder accounts; and,

5. Compatibility with Client's current file formats (as provided as Exhibits A and B to this Attachment).

C. **Implementation Services**: The Implementation Services will be provided in accordance with the Project Implementation Plan attached hereto as Exhibit C to this Attachment. The Parties agree that the implementation process will be a flexible, iterative, and collaborative effort with a high degree of involvement by Client. Any changes will be made in accordance with Section 6., Changes of Attachment E. Client may adjust the Deliverables and delivery dates, provided it consults with Contractor first and there is a corresponding equitable adjustment in price. For example, if Client is one week late providing SQL server; there will be no impact nor price change. If there are significant changes (e.g. SQL server is three months late; postponing on-site training the day before it starts) there could be financial impact.

RTL hereby provides a money-back guarantee of all software and Implementation Services fees if Client is not fully satisfied with the implemented system. This excludes the Opex hardware.

D. **Training Services**. Basic administrative training, which covers system updates and upgrades, etc. is an inherent part of the Implementation Services along with end-user training, which includes hands-on training. All end-user and basic administrative training sessions shall be held at the Client site. In-depth administrative training classes, which cover system setup and administration, are optional, yet highly recommended. Administrative training classes can be rendered at RTL's corporate facility in California or at Client's site, whichever is preferred. Limit of no more than three (3) persons to any administrative or end-user training session. Tools for reference and assistance are provided for use by Client end-user and technical staff. For example, the RTLFiRST remittance system comes with on-line help in addition to a comprehensive user manual. Remittance transports come with their own hardware scanner manual. RTL offers quarterly administrative training courses to provide Client with up to date skill and knowledge. In addition, RTL is willing to provide an onsite training course at a fee toClient's staff. RTL will provide both on-line and hard copy documentation (user's manual) to Client upon installation.

E. **Check21**: Client must notify its bank of its intent to generate ICL/Check21 files through software provided by RTL. RTL will work closely with Client and its bank representatives to coordinate for transmission and file testing. ICL/ Check21 file will be generated by the Client, using RTL's provided Check21 application. File(s) generated will be transmitted directly to Client's bank from the Client's location. Check21 components quoted are for use with remittance processing back office system. Additional use of this module for other purposes, such as (but not limited to), converting front counter captured items requires purchase of additional licenses, software components, and Services. RTL recommends the Client to have a dedicated PC to "process Check21 items". For low processing environment, although it is possible for Check21 functions to share the use of another PC, it cannot reside on the same PC that the RTL's CAR/LAR Processor is running on. Check-21 Processing PC is NOT including in Attachment F, Price Sheet, but is required.

F. **Real Time Lookup:** RTLFiRST offers a 2-command/function real-time lookup feature. The 2-commands allow for real-time searches against Client's account management system using either an "Exact" search or a "Wildcard" search. An Exact search uses a search using the Account Number or other value(s) which will lead to an exact match of a single record. A Wildcard search performs searches using one or more fields like name or address, which may lead to multiple matches. Client understands that Client's IT staff or 3rd-party vendor will be providing the 2 stored procedures or web services to be called by RTLFiRST. Client and RTL staff will work together to define the specific search criteria and return fields, but Client maintains control over how the data is queried.

G. **Disaster Recovery Services**.
    1. RTL is also a provider of Lockbox services. As a backup Disaster Recovery Plan, Client has the option to utilize RTL's data processing center as a contingent back up site; costs will be provided to Client and will be negotiated based on volume size and payment processing requirements.
    2. RTL will keep on record a copy of Client's operation. Any changes to the operation however that are made by Client staff/operators after the initial installation will not be part of what is on file at our Corporate office. Any modifications made to Client's existing operation should be sent to RTL to ensure that the latest operation is on file.
    3. RTL will store and archive the images of already processed payment documents in interim for Client until Client has recovered and brought back to normalcy Client's backend archival system. In the meantime, images of payment documents will be made available and retrieval via the Internet. During the disaster recovery period, the end-of-day data file will be provided to Client via a secured encrypted e-mail through an SSL.

H. **RTL Special Conditions:**
    1. Since this Agreement is for an existing RTLFiRST solution, RTLFiRST's inherent existing User Experience is what is being delivered. Since RTL controls the User Experience, there is neither a plan nor commitment to "how" our function, screen designs, field requirements, reports, or database design for this project should work or flow. In RTL's product design a balance is struck between user-friendliness, configurability,

and across-the-board benefits. There is no customization or programming quoted or to be provided in this project. Functional descriptions do not contain specifics on "how" the functions, screen designs, field requirements, reports, or database designs should flow.

2. The RTLFiRST solution is a Client-configured software package. Custom programming to meet specific Client requests is NOT included as part of this Agreement.

3. Any change in features requested by Client is subject to review by RTL design team and may result in additional charges.

4. This Agreement outlines the options/configuration/scope of the project. Any change in scope of the Deliverables and Services by Client may result in additional charges.

5. RTL is installing directly to the "new production server". RTL is not installing to a test server first and to a production server next. Should Client want to do otherwise, from test to production; then, additional charges may apply.

6. RTL is installing the RTLFiRST system to Client's production server. Pre-Implementation Services include remote install of the system on the remittance processing system's designated PCs such as the server/processor station, scan station, verification workstations, etc. prior to onsite installation.

7. The following notes concern the project timetable.

    i. RTL's implementation team will work with Client to determine official onsite implementation date. The onsite implementation date will be agreed upon by both Client and RTL.

    ii. Client must provide for remote connection to the designated PCs/server to facilitate pre-onsite remote access installation of the remittance system. For this, RTL needs to have network access for remote install which may include longer and later than the normal business hours.

    iii. Our project timeline is set for twelve (12) weeks assuming that hardware delivery arrives in week eight (8). Should the project get delayed due to Client related reasons, Client may have to wait for the next cycle or the availability of the next time slot and may have financial consequences.

    iv. The Business Process Review (the "BPR") is critical to the process and the BPR determines the functional guidelines for the remittance processing system. This BPR will be based upon Client input and RTL understanding of the industry "best practices." It is our goal to meet Client's system requirements within the scope of the existing features of the RTLFiRST software. Should additional details that may require changes are disclosed 2 weeks after the BPR or after the system has already been configured, then RTL may have to retest everything and it would affect the schedule and additional services would be required for additional costs.

    v. RTLFiRST is the proprietary software of RT Lawrence Corporation and all rights and copyrights are reserved. RT Lawrence is the sole and exclusive owner and distributor of RTLFiRST. All changes are subject to RTL Remittance Processing Solution Agreement, RT Lawrence Corporation License Agreement, RTLFiRST Annual Support Agreement, RTLFiRST Software Warranty, Remittance Processing System Support & Maintenance, RTL Software and Technical Release Information, and RTL Implementation and Training documents. Any feature included in this document remains the sole property of RT Lawrence. It does not constitute programming for hire. The features, herein, remain to be the property of RT Lawrence, subject to all rights and maybe offered for sale to other clients.

    vi. Should there be changes to the agreed upon onsite dates, a Change Fee may be applied to Client as a result of certain factors. Such factors include but are not limited to: (i) Client's request to change the schedule. (No fees will be charged if RTL is notified 30 days prior to preonsite date.); (ii) Client provided hardware is not available; (ii) the bank used by Client is not ready. (No fees will be applied if RTL is notified thirty (30) calendar days prior to install on Client's financial institution readiness.); (iv) postponement of the onsite trip as a result of

Client not meeting the milestones set on the BSIP. (No fees will be applied if RTL is notified six (6) weeks prior to onsite visit schedule. It is our goal to ensure a smooth installation and Client activity/milestones is crucial to the process. If Client is unable to meet project milestones and is behind by five (5) business days on the Project Calendar for a certain activity, a fee may be applied for postponement of the onsite visit.)

vii. Upon installation, if it appears that the RTL tech is compelled and required to return or extend their onsite visit during the implementation phase (not scheduled follow up), Client will be billed $850.00 per day and up to $150.00 per day travel costs, in accordance with Clients' Vendor Travel Reimbursement Guidelines. This includes: Travel/Lodging expenses (air, car, hotel) for the additional charges or price differential. RTL will require a signed Client Change Request Order to modify RTL tech's extension or supplemental visit. Additional charges may apply if it appears during installation that unexpected issues arise on Client's side such as additional add-on system requirements stated before or during onsite visit not agreed upon in herein or any system changes not requested on original project BPR. Should there be a change in onsite schedule Client is responsible to pay *the actual costs associated with changes in travel in accordance with Client's Travel reimbursement Guidelines at the time of installation.*

viii. Should the need arise for the onsite Implementation Services dates to be re-scheduled, Client may have to wait for the next cycle or the next time slot will be slotted at the next available opening on RTL's project calendar. RTL will try to work with Client in as soon as possible, however, openings can vary from one (1) to twelve (12) weeks.

ix. The following notes concern travel details:

1. Travel and other miscellaneous expenses for the duration of Implementation Services are included in this Agreement.

2. Travel Expenses include remote preparation, related implementation as well as optional solutions (supplemental on-site days).

3. Client will be responsible for unexpected travel expenditure that will come up due to the lack of readiness by Client. If Client elects to "postpone" onsite visit within four (4) weeks of scheduled onsite visit or it appears that additional time is required of the RTL technician to either extend or provide a secondary installation visit; Client may be required to cover additional fees/penalties for this modification. RTL technicians' schedules are rigid so "extending" their stay may not be an option and a secondary installation visit would be required at a later time. This is beyond RTL's control and would require the client to pay any fees associated with any travel. Client will be required to pay: o $35/day per diem, o Airfare (flight change fees or secondary installation visit fare) o Lodging o Transportation (new or extended car rental fees).

8. **Epay Consolidator** module is a medium that will take, consolidate and process all of Client's electronic payment files; thus making everything easier and faster. In the product design, Contractor tries to strike a balance between user-friendliness, configurability, and across-the-board benefits and appeal to the majority of our clients, not just for a few clients. There is no customization or programming quoted or to be provided in this project. RTL is the authorized developer of Epay Consolidator application. This module is an extended service and is compatible only with RTLFiRST clients on Version 8.0. The currently supported file formats are comma-delimited (.csv) , fixed-length (.txt) , nacha (ctx lite, ctx wrap). RTL explicitly does NOT guarantee that the Epay consolidator will work with ALL file formats. With the list price, RTL will set up five company formats, additional company formats can be setup by RTL for a price of $250.00 each.

9. **SmartFind** is a technology that recognizes and remembers the Online-Checks patterns, so that it eliminates the need for manual data entry by auto-capturing the account information for Client. SmartFind turns these "Checks-Only" payments into easy to process payments by auto-creating

Virtual Stubs. When SmartFind is combined with other powerful RTLFiRST. RTL's implementation team will work withClient to determine: (1) how many Third Party Web Payment files (Profiles) they receive, (2) format for each file (whether comma-delimited, fixed-length, nacha). RTL will have to setup/install the profile and templates for each file Client receives from their Third Party Web Payment providers.

10. **Imaging API**: This Agreement includes costs and Implementation Services to implement an Imaging API. The API will allow for a 3rd-party vendor to access images archived into RTL's FiRSTView from 3rd party software.

11. **Mobile Capture** application is an RTLFiRST tool that screen grabs images of checks and stubs and other documents remotely reducing the need to physically go to the bank for small transactions. In the product design Contractor tries to strike a balance between user-friendliness, configurability, and across-the-board benefits and appeal to the majority of its clients, not just for a few clients. There is no customization or programming quoted or to be provided in this project. Functions' descriptions do not contain specifics on "how" the functions, screen designs, field requirements, reports, or database designs should flow. RTL is the authorized developer of mobile capture application which is registered and made available via Google Play. This add on module is an extended service and is compatible only for RTLFiRST clients on Version 8.0. RTL clients would be able to download the mobile capture application from Google Play or from our RTL website. Contractor would then provide a valid QR code that the application would have to read in order to continue and start usage of the module. This will also setup the web service URL that the application would connect to, in order to login and do its multiple functions. At this point, Mobile Capture is only available for Android and will be available for the Apple iPhone application in the near future. Please note that mobiles/smartphones shall be provided by Client and not by RTL.

12. **Click List:** Click List allows easy, convenient and efficient scanning of full sized documents while automating the processing and handling of list payments. The operators simply do a "One-Motion/Zone-In" of the column(s) that needs to be processed. The complex payment processing is simplified with Click List.

13. **Imaging API**: This Agreement includes costs and Implementation Services to implement an Imaging API. The API will allow for a 3rd-party vendor to access images archived into RTL's FiRSTView from 3rd party software. RTL's Imaging API comes with a standard library of API calls. If Client requires something that is NOT included in the library, additional customization charges will apply. The 3rd party vendor may also have costs for implementing Imaging API. This Agreement is not inclusive of those costs. Client will need to contact the 3rd party vendor for those charges.

14. **Imaging API Licensing**: Use of an Imaging API still requires Client to have and maintain FiRSTView. The API users are subject to the existing number of FiRSTView licenses.

15. **QuickClear Workstation:** Workstation needs to have http/https access to the webserver. QuickClear is for front counter solutions and is not included as part of this Agreement.

16. **Back-end**: **A Web Server PC must be provided by Client.** It must have Windows 2008 OS, IIS 6, Minimum 2 GB RAM, 2+ GHz Processor (Dual Core Pentium or Xeon) Processor. It requires at least SQL Server 2005.

17. **QuickClear PC Specification:** It must have Windows 2007/Windows 7 (at least SP2)/Windows 2003 OS, Minimum Intel Core 2 Duo, 2.93Ghz, 2Gb RAM - 160 Gb HD; Recommended Intel Core i3 3.1 Ghz, 4Gb RAM - 250 Gb HD, keyboard and mouse, 2 available PCI slots, 2 available USB 2.0 ports, Minimum 100BaseT Network controller card for network connection to designated remittance server, Recommended 1000BaseT (Gigabit) Network controller card for network connection to designated remittance server (if infrastructure permits), 17" SVGA color monitor and 32MB Video Card, Dedicated dial-up phone line or TCP/IP address, modem, and PC Anywhere remote access software for remote access support.

18. **Imaging API** comes with a standard library of API calls. If Client requires something that is NOT included in the library, additional customization charges will apply. The 3rd party vendor may also

have costs for implementing Imaging API. This Agreement is not inclusive of those costs. Client will need to contact the 3rd party vendor for those charges.

Exhibit A to Attachment A
Alfresco File Format

Alfresco File

The Alfresco file is formatted as an XML file. Each node is described in the following sections.

The file will be exported to a business date folder with the YYYYMMDD format.

Each file can contain multiple batches.

The TIF images will be stored within batch subfolders of the format TTTRRRBBBB, padded with leading zeros.

1.1   Root Node

1.1.1   Citizens

The first node is **citizens**. It contains the following attribute:

- **businessdate** – contains the business date in the format YYYYMMDD

It contains the **batchid** node

1.1.2   Batch

The second node is **batch**. It contains the following attributes:

- **batchid** – TTTRRRBBBB format where

    o **TTT** = Transport ID

    o **RRR** = Run ID

    o **BBBB** = Batch ID

Each batch can contain multiple **transaction** nodes

1.1.3   Transaction

The **transaction** node contains the following attributes:

- **transid** – Unique transaction id for each batch.

It contains the following nodes:

- stub

- check

1.1.4   Stub

The **stub** node contains the following attributes:

- **din** – TTTNNNNNNNN

    - **TTT** = Transport ID

    - **NNNNNNN** = unique ID for each item captured on the transport

The node contains the following elements:

- **amount** – The amount for the item with no formatting. For example, $1.00 would be shown as 100.

- **invoice** – The invoice number read from the stub (if present)

- **policyno** – The Policy Number and Suffix, read from the stub or keyed by an operator

- **imagefilename** – The filename for the associated multi-page TIF image

1.1.5   Check

The **check** node contains the following attributes:

- **din** – TTTNNNNNNNN

    - **TTT** = Transport ID

    - **NNNNNNN** = unique ID for each item captured on the transport

The node contains the following elements:

- **amount** – The amount for the item with no formatting. For example, $1.00 would be shown as 100.

- **account** – The account number from the check

- **tc** – The Transaction Code field

- **routing** – The Routing Number from the check

- **serialnumber** – The Serial Number from the check

- **imagefilename** – The filename for the associated multi-page TIF image

EXHIBIT A TO ATTACHMENT A
Lockbox File Format and FUP File Layout

Lockbox File Specification

File Naming from APERTA

GUIDEWIRE_CCC_PP_YYYYMMDD_TTRRR.CSV
Example: GUIDEWIRE_CST_CK_20130316_22001.CSV
Where:

- CCC=Accounting Company
- PP = Payment type
- TT = transport id
- RRR = run id
- YYYYMMDD = business date

CSV Layout from APERTA

File Header Record Layout

The field order is as follows:

Field Name	Description / Value / Format
Record type	Constant = H
Business Date	YYYYMMDD format The date used for processing the item
Run ID	The Run ID TTTRRR TTT = Transport ID RRR = Run ID
Deposit company	CLA=Commercial lines CST=Coastal PLA=Personal lines
Payment Source	L=Lockbox E=EFT(HP system)
Payment Method	*CK=Check* *AC=ACH (HP System)*

Payment Record Layout
The field order is as follows:

Column	Description
Record Type	Constant = D
Business Date	YYYYMMDD format The date used for processing the item
Batch ID	The batch ID TTTRRRBBBB TTT = Transport ID RRR = Run ID

	BBBB = Batch ID Each day these values reset to 1 RRR resets to 1 for each transport BBBB resets to 1 for each run
Batch Scheme	10 = Singles Commercial 11 = Multiples Commercial (Not Supported) 13 = Checks Only 14 = Checks Only with Full Page 15 = Credits/Stubs only (EFT)
Transaction ID	Unique transaction number, starting at 1 for each batch.
Item Type	0 = Credit / Stub 1 = Debit / Check *2 = Unknown* 3 = Batch Header 4 = Run Header 5 = Bundle Ticket
DIN	TTTNNNNNNN TTT = Transport ID NNNNNNN = Unique ID, reseting at 1 each business day per transport
Image name	The TIFF file name.
Amount Paid	The amount does not use any decimal, or currency formatting. *$1.00 would be displayed as 100*
Invoice No	*Taken from stub if present*
Invoice No CDV	Taken from stub if present
Policy No CDV	Taken from stub if present
Surname	Taken from FUP table if present
Policy Number	Taken from stub or keyed
Policy Number Prefix	Taken from stub or keyed
Policy Number Suffix	Taken from stub or keyed
Check TC	Read from check if present
Check Account Number	Read from check
Check Routing Number	Read from check

Check Serial Number	Read from check if present

File Footer Record Layout

Record Type	Constant = T
Total Amount Checks	Total Deposit Amount Total for all Item types = 1 The amount is not formatted
Total Amount Stubs	Total Deposit Amount Total for all Item types = 0 The amount is not formatted
Total Item Count Checks	Total number of Check items in the file Total for all Item types = 1
Total Item Count Stubs	Total number of Stub items in the file Total for all Item types = 1

Aperta – FUP File Layout

File Naming Convention: GWREPOLICYAMT_mmddyyyy000000.imp

File Header Record

Field Name	Description / Value / Format	Length
Date	YYYYMMDD	8
Table Name	Constant = POLICYAMT	9

Policy Record

Field Name	Value/Format	Description/Source	Length
Policy	XXXdddddddd	Policies with a 00 term is a submissions (CL). Policy number will be populated for PL.	13
Name	4-digit alpha	The first four characters of the Insured's last name.	4
Amount	nnnnnnnnnn	This is the total policy balance. Numeric, no format	10
PREMIUM	nnnnnnnnnn	This is the Total Premium for the policy period.	10
SANNUAL1	nnnnnnnnnn	Semiannual installment 1 estimated amt.	10
SANNUAL2	nnnnnnnnnn	Semiannual installment 2 estimated amt.	10
QUART1	nnnnnnnnnn	Quarterly installment 1 estimated amt.	10
QUART2_3_4	nnnnnnnnnn	Quarterly installments 2, 3, 4. estimated amt.	10

STMT1	nnnnnnnnnn	The most recent invoice for the policy .Pad with 0's if no invoice exists.	10
STMT2	nnnnnnnnnn	The second most recent invoice for the policy. Pad with 0's if no invoice exists.	10
STMT3	nnnnnnnnnn	The third most recent invoice for the policy. Pad with 0's if no invoice exists.	10

Example

20130218, GWREPOLICYAMT

CST6000000100,Cox,0000236200,0000236200,0000143020,0000094780,0000095780,0000047540,00000000
00,0000000000,0000000000
PLA6000000200,Cox,0000378600,0000378600,0000228460,0000151740,0000152740,0000076020,00000000
00,0000000000,0000000000
CLA6000000300,Bubb,0000090600,0000090600,0000055660,0000036540,0000037540,0000018420,000000
0000,0000000000,0000000000

Exhibit C to Attachment A

Project Implementation Plan

(Subject to Discussion)

ID	Sample Project Implementation Plan	Duration	Start	Finish	Jun '18 / Jul '18 / Aug '18 / Sep '18 / Oct '18 / Nov
1	**CITIZENS & RTL PROJECT TIME-LINE**	**60 days**	**Tue 6/5/18**	**Mon 8/27/18**	RTL/CLIENT
2	**CITIZENS APPROVAL**	1 day	Tue 6/5/18	Tue 6/5/18	
3	**CITIZENS PO ISSUED TO RTL**	1 day	Tue 6/5/18	Tue 6/5/18	
4					
5	**Initial Preparation**	**5 days**	**Tue 6/5/18**	**Mon 6/11/18**	
6	Assign Project Team	1 day	Tue 6/5/18	Tue 6/5/18	RTL/CLIENT
7	Establish Required Meetings	1 day	Wed 6/6/18	Wed 6/6/18	RTL/CLIENT
8	Order Appropriate Equipments	1 day	Thu 6/7/18	Thu 6/7/18	RTL
9	Request Items from Client to Start Analysis & Design Process	2 days	Fri 6/8/18	Mon 6/11/18	RTL/CLIENT
10					
11	**Kick-Off Meeting**	**5 days**	**Tue 6/12/18**	**Mon 6/18/18**	
12	Organize Internal Kick-Off Meeting	1 day	Tue 6/12/18	Tue 6/12/18	RTL/CLIENT
13	Coordinate RTL/Client Kick-Off Meeting	1 day	Wed 6/13/18	Wed 6/13/18	CLIENT
14	Draft Business Solution Implemantation Plan	1 day	Thu 6/14/18	Thu 6/14/18	
15	Client Review and Approval of the BSIP	2 days	Fri 6/15/18	Mon 6/18/18	
16					
17	**Technical Preparation and Follow Up**	**12 days**	**Tue 6/12/18**	**Wed 6/27/18**	
18	Recommend Typical Hardware Configuration	1 day	Tue 6/12/18	Tue 6/12/18	RTL/CLIENT
19	Order Additional Equipments (if preferred)	1 day	Tue 6/12/18	Tue 6/12/18	CLIENT
20	Internal: Definition and Validation of Features	2 days	Wed 6/13/18	Thu 6/14/18	CLIENT
21	Real Time Lookup and Business Rules Definition	2 days	Fri 6/15/18	Mon 6/18/18	CLIENT
22	Obtain Client's Stored Procedure	5 days	Tue 6/19/18	Mon 6/25/18	RTL/CLIENT
23	Configuration	1 day	Tue 6/26/18	Tue 6/26/18	
24	Internal Testing and QA	1 day	Wed 6/27/18	Wed 6/27/18	
25					
26	**Business Process Review**	**10 days**	**Tue 6/12/18**	**Mon 6/25/18**	
27	Discuss Current and Future Business Process	1 day	Tue 6/12/18	Tue 6/12/18	RTL/CLIENT
28	Question and Answer	1 day	Wed 6/13/18	Wed 6/13/18	RTL/CLIENT
29	Review and Approval Before Implementation	1 day	Thu 6/14/18	Thu 6/14/18	RTL/CLIENT
30					
31	**Objectives and Deliverables**	**5 days**	**Tue 6/19/18**	**Mon 6/25/18**	
32	Types of payments received, processed, or desired to be proc	1 day	Tue 6/19/18	Tue 6/19/18	RTL
33	Handling procedures that performed special processing requir	1 day	Wed 6/20/18	Wed 6/20/18	RTL
34	Data intergration and/or interfaces	1 day	Thu 6/21/18	Thu 6/21/18	RTL
35	Reporting requirements	1 day	Fri 6/22/18	Fri 6/22/18	RTL
36	Human and other resource requirements and constraints	1 day	Mon 6/25/18	Mon 6/25/18	RTL/CLIENT
37	Provide BPR documents in electronic format	1 day	Mon 6/25/18	Mon 6/25/18	RTL

Project: CITIZENS	Task	Milestone
Date: 6/5/2018	Split	Summary
	Progress	Project Summary
		External Tasks
		External Milestone
		Deadline

* Please note that the dates listed in this plan are not the actual dates of implementation. The dates listed are intended to reflect the planned tasks and the relative order of implementation.

CITIZENS PROPERTY INSURANCE CORPORATION
RTLFiRST Remittance Processing Solution
Project Implementation Plan
(Subject to Discussion)

ID	Sample Project Implementation Plan	Duration	Start	Finish	Gantt (Jun '18 – Nov '18)
38	**The Process**	**5 days**	**Tue 6/19/18**	**Mon 6/25/18**	
39	Conduct the review with series of conference calls	1 day	Tue 6/19/18	Tue 6/19/18	RTL/CLIENT
40	Onsite BPR meeting based on complexity and scope of enviror	2 days	Wed 6/20/18	Thu 6/21/18	RTL/CLIENT
41	Discuss the processing flow and sub-process	2 days	Wed 6/20/18	Thu 6/21/18	RTL
42	Revision of the BPR document	1 day	Fri 6/22/18	Fri 6/22/18	RTL
43	Request sample copies of documents and reports	1 day	Mon 6/25/18	Mon 6/25/18	
44					
45	**Check 21 Bank Coordination/Meetings/Testing**	**24 days**	**Tue 6/26/18**	**Fri 7/27/18**	
46	Obtain ICL File Configuration from the Bank	2 days	Tue 6/26/18	Wed 6/27/18	RTL/CLIENT
47	Configure ICL File	5 days	Thu 6/28/18	Wed 7/4/18	RTL
48	Cycle 1 Test	5 days	Thu 7/5/18	Wed 7/11/18	RTL
49	Cycle 2 Test	10 days	Thu 7/12/18	Wed 7/25/18	RTL
50	Final Test File Using Production Batches	2 days	Thu 7/26/18	Fri 7/27/18	RTL
51					
52	**Pre-Onsite Staging and Testing**	**5 days**	**Mon 7/30/18**	**Fri 8/3/18**	
53	Setup and Configure RTLFiRST	2 days	Mon 7/30/18	Tue 7/31/18	RTL
54	Live Run Test of All Payment Types	1 day	Wed 8/1/18	Wed 8/1/18	RTL
55	Fine-Tuning of Operations, if any	2 days	Thu 8/2/18	Fri 8/3/18	RTL
56					
57	**Pre-Onsite Installation**	**20 days**	**Tue 7/24/18**	**Mon 8/20/18**	
58	Prepare RTL Server(s)	5 days	Tue 7/24/18	Mon 7/30/18	CLIENT
59	Install Processor/Check21 and Client Workstation	4 days	Tue 7/31/18	Fri 8/3/18	RTL
60	Configure RTLFiRST	7 days	Mon 8/6/18	Tue 8/14/18	RTL
61	RTLFiRST Training Using Basic Install	4 days	Wed 8/15/18	Mon 8/20/18	RTL
62					
63	**Scanner Installation**	**7 days**	**Tue 7/24/18**	**Wed 8/1/18**	
64	Scanner Delivery (dependent on scanner type)	1 day	Tue 7/24/18	Tue 7/24/18	RTL
65	Scanner Assembly	1 day	Wed 7/25/18	Wed 7/25/18	RTL
66	RTL Install and Testing on Scanner PC	5 days	Thu 7/26/18	Wed 8/1/18	RTL
67					
68	**Onsite Installation,Training, and Post Implementation-Care**	**7 days**	**Fri 8/17/18**	**Mon 8/27/18**	
69	**Testing**	**2 days**	**Fri 8/17/18**	**Mon 8/20/18**	
70	Prepare Test Samples Based on the Test Plan	1 day	Fri 8/17/18	Fri 8/17/18	HW TECH/RTL
71	Obtain Business Rules Files from RTL-QA	1 day	Fri 8/17/18	Fri 8/17/18	RTL
72	Perform Testing	1 day	Fri 8/17/18	Fri 8/17/18	RTL
73	Document Test Results	1 day	Mon 8/20/18	Mon 8/20/18	RTL
74	Client Test Approval	1 day	Mon 8/20/18	Mon 8/20/18	RTL/CLIENT

Project:		Task		Milestone		External Tasks	
CITIZENS		Split		Summary		External Milestone	
Date: 6/5/2018		Progress		Project Summary		Deadline	

* Please note that the dates listed in this plan are not the actual dates of implementation. The dates listed are intended to reflect the planned tasks and the relative order of implementation.

CITIZENS PROPERTY INSURANCE CORPORATION
RTLFiRST Remittance Processing Solution
Project Implementation Plan
(Subject to Discussion)

ID	Sample Project Implementation Plan	Duration	Start	Finish	Jun '18	Jul '18	Aug '18	Sep '18	Oct '18	Nov
75	Client Walk Through	1 day	Mon 8/20/18	Mon 8/20/18						
76	**Training**	**3 days**	**Tue 8/21/18**	**Thu 8/23/18**						
77	Provide Process Outline	1 day	Tue 8/21/18	Tue 8/21/18			RTL			
78	Process Overview	1 day	Tue 8/21/18	Tue 8/21/18			RTL/CLIENT			
79	Train End User on System Operation	2 days	Tue 8/21/18	Wed 8/22/18			RTL/CLIENT			
80	End User Practice	2 days	Wed 8/22/18	Thu 8/23/18			RTL/CLIENT			
81	Technical Admin Training	1 day	Wed 8/22/18	Wed 8/22/18			RTL/CLIENT			
82	Client Approval and Sign Off	1 day	Thu 8/23/18	Thu 8/23/18			CLIENT			
83	**Post Implementation-Care**	**2 days**	**Fri 8/24/18**	**Mon 8/27/18**						
84	Resolve Open Items	1 day	Fri 8/24/18	Fri 8/24/18			RTL			
85	Close Review with Client	1 day	Fri 8/24/18	Fri 8/24/18			RTL			
86	Copy Client Final Configuraiton in RTL Lab	1 day	Fri 8/24/18	Fri 8/24/18			RTL			
87	Internal Cross Training (Tech Support/Helpdesk)	1 day	Mon 8/27/18	Mon 8/27/18			RTL			
88	Archive Test Scripts,BPR,PIP, and Samples	1 day	Mon 8/27/18	Mon 8/27/18			RTL			
89	Close Project	1 day	Mon 8/27/18	Mon 8/27/18			RTL			
90										
91	**"Go Live" Production Implementation**	**1 day**	**Mon 8/27/18**	**Mon 8/27/18**						

Project:		Task		Milestone	◆	External Tasks		
CITIZENS		Split	....	Summary		External Milestone	◇	
Date: 6/5/2018		Progress		Project Summary		Deadline	⇩	

* Please note that the dates listed in this plan are not the actual dates of implementation. The dates listed are intended to reflect the planned tasks and the relative order of implementation.

Attachment B
RT Lawrence Corporation License Agreement

This is Attachment B, "RT Lawrence Corporation License Agreement", as part of the RT Lawrence Corporation Agreement for Remittance Processing Solution (the "Agreement") between CLIENT (Client) and RT Lawrence Corporation (RTL), which is attached thereto and incorporated therein by reference. The RTLFiRST™ software program and its related components (RTLFiRST), as set forth in the Agreement is licensed hereunder by RTL to Client and for use only on the terms set forth herein. Notwithstanding any other provisions herein, this RT Lawrence Corporation License Agreement may only be modified upon mutual written agreement of the Parties.

- GRANT OF LICENSE: Upon full payment for the remittance solution as specified in Attachment A of the Agreement, RT Lawrence Corporation grants a perpetual, fully-paid up, non-transferable, and royalty-free license to Client to use RTLFiRST in the ordinary course of business, such use including use by and/or for the benefit of Client's associated companies.

- For purposes of the Agreement, CLIENT's "associated companies" shall include any individual and/or entity which is or shall become affiliated with Client, its parent-shareholders, its subsidiaries, or any Client Company doing business in the state of California. A "Client Company" as used in this Agreement shall mean any entity which has the words "Client" in its name, or any entity controlled by an entity who has "Client" in its name whether said control is exercised by stock ownership, proxies, management agreement or other means. A "Client Company" shall include any organization authorized to use the Client in the state of California.

- Client may install the components on the number of computers/workstations as specified in the Purchase Order or Attachment/Schedule, which are attached hereto and incorporated herein by reference. Unauthorized copying of RTLFiRST in whole or in part, and the acquisition and use of unauthorized copies may be both criminal and civil offenses for which RTL may take legal action. RTL has the right to trace serial numbers on programs at any time and in any reasonable manner.

- COPYRIGHT: RTLFiRST is owned by RTL and is protected by United States copyright laws and international treaty provisions. Client must treat RTLFiRST like any other copyrighted material except Client may install the different components of RTLFiRST onto different computers or work stations as specified in the Purchase Order and/or Attachment/Schedule. RTL represents and warrants that it has the legal right to grant the license hereunder, and that RTL shall defend, indemnify, and hold CLIENT and its associated companies harmless from any damages, losses or costs arising from RTL's failure to have the lawful right to license RTLFiRST hereunder.

❑ RESTRICTION: RTLFiRST contains trade secrets of RTL and to protect them Client may not decompile, reverse engineer, disassemble or otherwise reduce RTLFiRST to a human perceivable form. Client may not copy, (other than for backup and disaster recovery/business continuity purposes) sublicense, modify, adapt, translate, assign, loan, rent, lease, resell for profit, distribute, network or create derivative works based upon RTLFiRST or any part thereof.

❑ TERMINATION: This license is effective until terminated. RTL will provide written notice of Client's failure to comply with any provision of this license. Upon being advised of said failure, Client shall have thirty (30) days to cure any deficiency identified by RTL. In the event the Parties have not mutually extended the cure period or Client is unable to cure any deficiencies within the thirty (30) day period, RTL may terminate the license in whole or in part. Upon termination Client must destroy RTLFiRST and all copies thereof. Client may terminate this License at any time by destroying RTLFiRST and all copies thereof.

❑ LIMITATION OF WARRANTY ON MEDIA: The media (not the software) is warranted to the original purchaser against defects in material and workmanship under normal use for a period of 90 days from the date of original purchase. Defective media will be replaced when it is returned postage prepaid with a copy of the purchase receipt to RTL. RTL shall have no responsibility to replace or refund the purchase price of media damaged by accident, abuse or misapplication. ANY IMPLIED WARRANTIES ON THE MEDIA, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO 90 DAYS FROM DATE OF ORIGINAL PURCHASE.

❑ LIMITATION OF REMEDIES AND DAMAGES: Under no circumstances and under no legal theory, tort, contract, or otherwise, shall RTL, its suppliers or resellers be liable to Client or any other person for any indirect, special, incidental, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use or inability to use RTLFiRST or provision of or failure to provide support services even if RTL has been advised of the possibility of such damages, excluding any obligation of indemnification for propriety rights. In no event will RTL be liable for any damages in excess of the amount RTL received from Client for a license to RTLFiRST.

❑ GENERAL: This license agreement contains the sole and exclusive agreement between Client and RTL relating to its subject matter. Unless as otherwise provided for in the Agreement, it shall not be modified or amended in any way by any purchase order or other document issued by Client, but may be specifically amended by the Parties in writing.

Attachment C
RTLFiRST Software Warranty

This is Attachment C, "RTLFIRST Software Warranty", as part of the RT Lawrence Corporation Agreement for Remittance Processing Solution (the "Agreement") between Client (Client) and RT Lawrence Corporation (RTL), which is attached thereto and incorporated therein by reference.

LIMITED WARRANTY

RTL warrants that the RTLFiRST software product (a) has been fully tested, (b) is not a beta version of the software, and (c) will perform substantially in accordance with the accompanying , then current, RTLFiRST software product manuals from the date of installation and for the duration that Client retains support from RTL.

NO OTHER WARRANTIES

To the maximum extent permitted by applicable law and unless otherwise provided for herein, RTL and its suppliers disclaim all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with regard to the software product, and any accompanying hardware. This limited warranty gives Client specific legal rights. Client may have others, which vary from state/jurisdiction to state/jurisdiction.

Attachment D
RTLFiRST Annual Support Agreement

This is Attachment D, "RTLFiRST Annual Support Agreement" shall have a five (5) year term effective following system implementation and acceptance, and may be renewed for five (5) additional one (1) year terms upon written agreement of the Parties. RTL shall provide sixty (60) days written notice prior to the expiration of the term and any renewal thereafter as to Client's right to renew the term. The charge for any such renewal shall not increase from the actual amount charged in the immediately preceding term by no more than the lesser of the increase in the cost of living or three percent (3%) for the RTLFiRST software product only.

RTL shall provide the support set forth herein, in a competent, professional and timely manner in accordance with industry standards. RTL's Annual Support includes the provision of upgrades and update features but Client is expected to apply the upgrades and updates on their own. Services to install upgrades and updates are not part of the Annual Support Services, in accordance with the industry standard.

PHONE SUPPORT & REMOTE COMPUTER ACCESS
RTL technical staff is available to provide support on RTL software via phone and remote access. RTL support services require remote access connection to Client's computers where the RTL software is installed so that RTL technical staff can connect via remote access software into Client's workstation. RTL requires an internet-based connection. RTL will work with Client's IT or Security Department to ensure that such connectivity is established under Client's IT or security guidelines. **RTL technical support does not include or cover on-site or remote upgrade installation and conversion services**. If such services are requested by Client, RTL will provide, in advance, an n-site and/or Remote Upgrade Service price proposal for Client's approval.

Hours:
Monday Through Friday, 8AM-8PM Eastern Time/5AM-5PM Pacific Time, excluding legal holidays. Requests for support at other hours will be available only as mutually agreed upon and will be charged at RTL's then current overtime and/or holiday rates.

Response Time:
For urgent items – within one hour receipt of notice

User Beware:
If Client did not receive any confirmation, they must call the Technical Support Coordinator to confirm that their request was received. RTL commits to respond in accordance to the "Responsiveness" stated above but it does not mean that the problem(s) can be or will be resolved in the time range specified herein.

CLIENT'S RESPONSIBILITIES
Client must provide remote access capability in accordance with guidelines provided for remote access connection. The Technical Services Group will provide these guidelines at the beginning of the project or issue updates as needed to provide quality support. Please note that it is critical for RTL to be able to perform its solution installation and setup smoothly and to provide adequate support via the use of remote access. If this capability is not offered by the Client, RTL cannot and will not be held responsible for the unsuccessful and untimely implementation and inadequate support of the solution. There will be substantial charges billed to Client for services which could have been offered via remote access and phone support versus on-site, but because Client did not provide remote access, the burden of additional investment in time, resources and travel was placed on RTL.

RTL is committed to work side-by-side with Client's designated technical staff to ensure that the end users of our solutions are supported in a timely and appropriate manner. To accomplish this goal, RTL has established certain guidelines to assist our Client's staff in navigating through this seemingly nebulous relationship or gray area.

Herein RTL attempts to define when RTL will ONLY serve a limited auxiliary or advisory role to Client's staff without jeopardizing our commitment to Care about our Client's needs. Please note that the situations outlined here do not comprehensively list all the situations when RTL will serve in a limited auxiliary role.

Services that are generally considered "additional"
As Client uses our solutions, Client may find new applications for the solution. Many times the solution can easily be extended to other applications requiring only phone discussions and guidance from RTL. However, there are situations where a substantial amount of time or expertise is required to set up the solution properly.

For instance, Client may want to set up a new "template" or substantially revise an existing template within the forms processing module. The task may involve a re-design of the form template, changes to the output database, modification to the imaging module, testing, and policy and procedural changes. In this example, the scope of RTL support services includes our availability to answer specific questions that Client may have. But RTL's support services do not include "doing the work" on Client's behalf. These services are considered to be chargeable additional work. Moreover, in this example, if a major problem (e.g., database corruption and major destruction to a previously working solution) arises that would require many hours of "fixing", RTL's support role would be auxiliary and not primary. However, Client can elect to pay for these additional RTL services.

Please note that the example cited above is meant to illustrate the circumstances under which RTL support services do not apply. There is no way to cite every possible situation. In general, "changes" and/or "additions", which may have at times, associated negative consequences to the solutions are Client's responsibilities.

Excessive changes to the solution environment
As time goes by, RTL anticipates Clients' need to upgrade and/or change their system environments. In the event that problems occur to our solution while Client's upgrade their systems, RTL will be available to assist and provide guidance. RTL recommends that Client discuss their upgrade plans in advance to minimize and safeguard against the possibility of running into problems, even though, we do not always have the fore-knowledge of the upgrade's compatibility and/or ramifications.

However, in order for RTL to effectively run and manage our support programs while providing high quality service at the lowest cost possible, RTL needs to safeguard ourselves from substantial involvement in problems caused by excessive and frequent system changes. Please note that our support services are auxiliary in a frequently changing environment and RTL will notify Client when circumstances deem themselves as such.

Neglects, Tampering, and Physical Damage

Systems require ongoing housekeeping and maintenance. Some of these functions include, but are not limited to, frequent and routine backups, monitoring and management of storage space and other resources, preparation for disaster recovery, and database optimization. If Client knowingly fails to maintain the system or if the system has been tampered with (e.g. attempts to change database structures or mass updates of the databases via the use of other programs have been tried), the extent of RTL support services does not cover or include services to "fix" any problems that may have resulted from such neglect or tampering. RTL's role will be auxiliary and RTL staff will answer specific questions that Client may have, but support services do not include "doing the fixing".

However, chargeable additional services are available as an option. Please note that problems caused by Client's major change to the solution, or components thereof, are considered tampering. For instance, items that are considered tampering include, but are not limited to: (1) changes to source code, INI files, and other setup files; in rare RTL's authorized occasions, Client may have legitimate access to the solution's source code; (2) changes to the database structure without prior discussion and RTL's consent; (3) substantial changes to the database information in ways that affect the integrity of the database as well as of the data being stored. If changes such as the ones stated above are made by Client, RTL cannot be held responsible to support and troubleshoot problems unless specifically agreed upon by RTL to cover those changes. The agreement must be specific and not a mere general consent to support.

General System "housekeeping" and administrative functions

Services are catered to offer quality and cost effective management of problems. Even though our solutions are designed to generally work on computers and networks, our services do not include the housekeeping and administration of the computers and networks themselves. For instance, if our solution does not function due to problems with the computer or the network, it is our responsibility to work with Client to get the solution back up and running AFTER Client resolves the general computer and network problems. Our services also does not include ongoing necessary administrative functions such as backups, making of CDs, duplication of CDs, and moving of files to-and-from different storage media.

Please be advised that even though Client may purchase the network file server and the workstations from RTL, it does not mean that RTL support services cover general network and workstation housekeeping and administration. It would only be true if Client has specifically asked for these services and RTL included these additional support services in its agreement/contract with Client.

Items that are not purchased from RTL and items without support services subscription
RTL regrets that problems related to or problems caused by or included in RTL's support plan items that are not covered cannot be supported. Please note that in rare occasions items that are not covered by our support can adversely affect the parts of the solution that are supported by us. In those circumstances, RTL's role will be auxiliary and the extent of RTL assistance will only be to answer specific questions, NOT to "do the fixing".

Scope of database repair services

Infrequently, databases get corrupted for various reasons. In such instances, RTL will work closely with Client to resolve the problem unless the corruption is due to situations not specifically covered by RTL's support plan which then, RTL will only be available auxiliary to answer questions. Generally, database repair services are carried out in the following sequence: (1) Database repair programs will be executed by Client's MIS staff with RTL's phone and remote access support; (2) if the problem cannot be resolved after numerous tries, the database may be sent to RTL for closer examination and repair; (3) rarely, but possibly, the final step would be to restore from backup tapes the last version of the database. Please note that if recent backup tapes were not available, it would be considered administrative negligence on Client's part.

Data Conversion Due To Upgrades

Warranty and support plans for some, but not all of the software components in our solution include upgrades. Please note that in some major upgrade cases, databases require conversion and our support services do not cover conversion. It is considered chargeable additional services.

In order to maintain the level of responsiveness granted to each Client, however, RTL has established a small amount of "courtesy services" to assist Client when the situation is out of the service scope. This enables our support staff to respond quickly without having to wait for Client issuance of purchase orders or payments for out-of-scope services. When the annually allotted "courtesy services" have been accrued for the year, Client can elect to pre-purchase additional services.

Generally prior to an out-of-scope service and if "courtesy services" are still available, RTL will verbally notify Client that the services are considered to be out-of-scope, but will still be provided by RTL as a "courtesy". After the resolution of the problem, Client will receive a written notice regarding the number of courtesy hours spent. However, sometimes the nature of the call does not allow for the advance notifications of an out-of-scope situation, thus, Client will be notified afterwards.

Please note that when RTL begins the offering of a courtesy call and in the middle of the process realizes that the extent and the complexity of the matter are substantially beyond what RTL can do within the courtesy budget, Client will immediately be informed and asked to decide on whether to proceed and be billed for RTL services or to not render RTL services leaving Client to continue the process on their own.

RTLFiRST Annual Support Agreement			
Severity Level	Definition	Affected Users	Customer Priority
Severity 1	The Product* is not working, a significant function of the Product* is not properly working or a significant number of Client users are unable to access or use some functionality. There is or, if the problem is not promptly remedied, is likely to be a significant impact to Client's business.	Multiple	**High:** Response and Fix Time: RTL will respond to and RTL's senior engineers will commence efforts to fix Priority 1 problems no later than one (1) hour after Client's report of such problem or RTL's detection of such problem, whichever is earlier. RTL will use best and continuous efforts, twenty-four (24) hours per day, seven (7) days per week to provide an acceptable work-around for the Priority 1 problem, and will provide a permanent fix for the Priority 1 problem no later than thirty (30) days after Client's report of such problem or RTL's detection of such problem, whichever is earlier.

RTLFiRST Annual Support Agreement			
Severity Level	**Definition**	**Affected Users**	**Customer Priority**
Severity 2	Functionality of the Product* is impaired or some Client users are unable to access or use some functionality. There is some impact to Client's business.	Multiple or single	**Medium:** Response and Fix Time: RTL will respond to and RTL's senior engineers will commence efforts to fix Priority 2 problems no later than one (1) hour after Client's report of such problem or RTL's detection of such problem, whichever is earlier. RTL will use reasonable and continuous efforts to fix Priority 2 problems during normal business hours, and if an acceptable work-around is provided, will provide a permanent fix of the Priority 2 problem no later than thirty (30) days after Client's report of such problem or RTL's detection of such problem, whichever is earlier.
Severity 3	Low impact to Client users of the Product*.	Multiple or single	**Low:** Response and Fix Time: RTL will respond to Priority 3 problems within four (4) hours after Client's report of such problem or RTL's detection of such problem, whichever is earlier, during Client's regular business hours (or on the next business day, if the problem is reported outside of Client's regular business hours). RTL will fix Priority 3 problems no later than thirty (30) days after Client's report of such problem or RTL's detection of such problem, whichever is earlier, and if an acceptable workaround is provided, will provide a permanent fix of the Priority 3 problem in the next upgrade or update.

Please take note that the "Product" stated herein, refers to RTLFiRST Software. The Hardware support agreement is dependent on the Hardware provider.

Failure to abide by these service levels will entitle Client to a service credit of $100.00 per incident, unless such failure was due to circumstances beyond RTL's reasonable control.

ATTACHMENT E
CITIZENS STANDARD TERMS AND CONDITIONS

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

1.1. "Agreement" means the Agreement for Remittance Processing Solution dated as of June 8, 2018 between Citizens and Vendor.

1.2. "Citizens" means Citizens Property Insurance Corporation. Elsewhere in the Agreement, Citizens is referred to as "Client."

1.3. "Effective Date" means June 8, 2018.

1.4. "Citizens Confidential Information" means all information, data, and documentation, whether marked as confidential or not, disclosed to Vendor in the course of this Agreement that is either: (a) Protected under any applicable state or federal law (including Chapter 119, Florida Statutes; Sections 501.171, and 627.351(6), Florida Statutes; Chapter 69O-128, Florida Administrative Code; and, 15 U.S.C. § 6801 et seq.); (b) private information concerning Citizens' employees or policyholders (including social security numbers, personal health information, personal credit information, banking information, drivers' license numbers, personal email addresses, personal phone numbers, and home addresses); or, (c) related to any Citizens' manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, or any business, governmental, and regulatory matters affecting Citizens. "Citizens Confidential Information" does not include any information, data or documentation that: (a) is publicly available through no fault of Vendor or Vendor Staff; or, (b) Vendor developed independently without relying in any way on Citizens Confidential Information.

1.5. "Contract Manager" means the person designated by a party to the Agreement whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Agreement. Each party shall provide written notice (e.g., email) to the other party of the name and contact information of their respective Contract Managers, and any changes arising in the course of the Agreement.

1.6. "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.

1.7. "Services" means all services and deliverables to be provided by Vendor to Citizens under this Agreement. If any service or deliverable is not specifically described in this Agreement but is necessary for the proper performance and provisioning of the Services, that service or deliverable shall be included under this Agreement to the same extent and in the same manner as if specifically described herein

1.8. "Vendor" means RT Lawrence Corporation. Elsewhere in the Agreement, Vendor is referred to as "Contractor."

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

1.10. "Work Product" means each Deliverable and any drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, material, negative, report, finding, recommendation, data and memorandum of every description, created for Citizens under this Agreement and shared with or delivered to Citizens by Vendor or Vendor Staff in the course of performing this Agreement.

2. Service Requirements.

2.1. Changes to Software. Vendor shall not reduce or eliminate functionality in the software that Citizens reasonably considers important to its operations. Where Vendor has reduced or eliminated such functionality, Citizens shall: (a) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (b) determine the value of the reduced or eliminated functionality and Vendor will immediately adjust compensation accordingly on a prospective basis. Where Vendor has introduced like functionality in other services it offers, Citizens shall have additional license and subscription right to use and access the new services, at no additional charge, with the same rights, obligations, and limitation as for the software provided in this Agreement. Where Vendor increases functionality in the software, such functionality shall be provided to Citizens without any increase in the compensation.

2.2. Required Notice of Maintenance. Vendor shall provide no less than thirty (30) calendar days prior written notice to Citizens of all non-emergency maintenance to be performed on the software or system, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, Vendor shall provide as much prior notice as commercially practicable to Citizens and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the emergency maintenance.

2.3. Acceptance of Non-Emergency Maintenance. Unless as otherwise agreed to by Citizens on a case-by-case basis, for non-emergency maintenance, Citizens shall have ten (10) business day period to test any maintenance changes prior to Vendor introducing such maintenance changes into production (the "Maintenance Acceptance Period"). In the event that Citizens rejects, for good cause, any maintenance changes during the Maintenance Acceptance Period, Vendor shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if Citizens has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by Citizens and Vendor shall be entitled to introduce the maintenance changes into production.

2.4. Vendor Staff Qualifications and Removal. All Vendor Staff shall be properly trained and qualified. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualification to Citizens. All Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling laws and regulations relevant to the Services.

If Vendor knows or learns of circumstances indicating that a Vendor Staff member (i) lacks the proper training or qualifications to perform the Services, or (ii) is lacking in honesty or integrity, then Vendor will not allow that person to perform Services under this Agreement. Further, if Citizens reasonably determines that a Vendor Staff member is unsuitable for his/her role under this Agreement, Citizens has the right to disallow that person from performing in such role and to require Vendor to promptly provide a qualified replacement reasonably acceptable to Citizens.

3. **Deliverables and Work Product.**

3.1. <u>Deliverables</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 / or, (b) terminate this Agreement for cause in accordance with the notice and cure provisions set forth elsewhere in the Agreement.

3.2. <u>Title to Work Product</u>. With the exception of the Pre-Existing Materials described in Section 3.3., Citizens will have all right, title and interest in and to each Work Product and any derivative works relating thereto (including ownership of copyrights). The use of these Work Products in any manner by Citizens shall not support any claim by Vendor for additional compensation. Each Work Product, and any portion thereof, shall be a "work made for hire" for Citizens pursuant to federal copyright laws. To the extent any of the Work Product is not deemed a work made for hire by operation of law, Vendor hereby irrevocably assigns, transfers, and conveys to Citizens, or its designee, without further consideration all of its right, title, and interest in such Work Product, including all rights of patent, copyright, trade secret, trademark, or other proprietary rights in such materials. Vendor acknowledges that Citizens shall have the right to obtain and hold in its own name any intellectual property right in and to the Work Product. Vendor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Citizens may reasonably request, to perfect or evidence Citizens' ownership of the Work Product. This Section shall survive the termination of this Agreement.

3.3. <u>Pre-Existing Materials</u>.

3.3.1. Citizens acknowledges that, in the course of performing the Services, Vendor may use materials, software, reports, routines, language, instructions, methods, techniques, trade secrets, patents, copyrights, or other intellectual property that have been previously developed, purchased, licensed, or acquired by Vendor or by third parties (collectively, the "Pre-Existing Materials"), and that such Pre-Existing Materials shall remain the sole and exclusive property of Vendor or the third parties. Where Vendor seeks to embed Pre-Existing Materials in the Work Product, Vendor must first obtain written approval from Citizens. For clarity, Citizens acknowledges that RTLFiRST, FirstView, and all related products are proprietary products of Vendor and for this Agreement shall be treated as Pre-Existing Materials.

3.3.2. If and to the extent any Pre-Existing Materials of Vendor are embedded or incorporated in the Work Product, Vendor hereby grants to Citizens the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to: (a) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such Pre-existing Materials

and any derivative works thereof for Citizens' internal business purposes only; and, (b) authorize others to do any or all of the foregoing for Citizens' internal business purposes only.

    3.3.3. If and to the extent any Pre-Existing Materials of third parties are embedded or incorporated in the Work Product, Vendor shall secure for Citizens an irrevocable, non-exclusive, worldwide, royalty-free and fully paid-up right to use, execute, display, and perform such Pre-Existing Materials. Vendor shall secure such right at its expense and prior to incorporating any such Pre-Existing Materials into any Work Product, and such right must include, if practicable, a right to: (a) copy, modify, and create derivative works based upon such Pre-Existing Materials; and, (b) sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider of Citizens. This Section does not apply to standard office software (e.g., Microsoft Office).

4. Acceptance.

4.1. Acceptance Period. For all Services provided under this Agreement, Vendor grants to Citizens a thirty (30) calendar day acceptance period ("Acceptance Period") commencing on the date completed Services are delivered to Citizens. Citizens shall have the right to reject the Services, in whole or in part, during the Acceptance Period for Vendor's failure to meet the specifications associated with the delivered Services, with such determination to be made in Citizens' reasonable judgment. At the end of the Acceptance Period, if Citizens has not rejected the Services, the Services 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.

4.2. Opportunity to Cure. Upon being advised of Citizens' rejection of Services within the Acceptance Period, Vendor shall have thirty (30) calendar days to cure any deficiency identified by Citizens (the "Cure Period"). In the event Vendor is unable to cure said deficiency within the Cure Period, Citizens may, in its sole discretion, terminate this Agreement in whole or in part for cause and pursue such other rights and remedies allowable in law or equity. This Cure Period applies only to the failure to deliver Services as specified in this Agreement and is a limited exception to the general cure period set forth elsewhere in this Agreement.

4.3. Corrective Action Plan. At any stage during the Cure Period provided above or whenever Citizens identifies a deficiency in Vendor's performance of this Agreement, Citizens may require Vendor to take the following actions: (a) perform a cause analysis to identify the cause of the deficiency; (b) provide a written plan (the "Corrective Action Plan") detailing the cause of, and procedure for, correcting such deficiency (Citizens will be afforded the time necessary to review and approve the proposed Corrective Action Plan or require Vendor to make revisions); (c) implement the Corrective Action Plan as approved by Citizens; and, (d) provide Citizens with satisfactory assurance that such deficiency will not reoccur following the implementation of the Corrective Action Plan. In the case of a deficiency identified by Citizens during an Acceptance Period, completion of the cause analysis and implementation of the Corrective Action Plan by Vendor must occur before the end of the Cure Period provided above, unless otherwise agreed to by Citizens in its sole discretion.

5. **Service Warranties and Standards.**

5.1. 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.

5.2. 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.

6. **Changes.**

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

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

7. **Compensation.**

7.1. Maximum Compensation and Budget Requirement. Citizens' obligation to pay Vendor for all Services and reimbursable expenses under this Agreement (i) shall not exceed a total dollar amount of two hundred and eighty thousand U.S. dollars ($280,000.00), and (ii) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis.

7.2. Invoices. Vendor must timely submit all requests for compensation and/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 and must include, at a minimum, the following: (a) Agreement / task order number / purchase

order number, if applicable; (b) Vendor's name, address, phone number (and remittance address, if different); (c) Vendor's Federal Employment Identification Number; (d) Citizens' Contract Manager's name; (e) invoice date; (f) Services period; (g) taxes listed separately, if applicable (see Section 7.7.); and, (h) itemized Services for which compensation is being sought.

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

7.4. <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.

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

7.6. <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) calendar days following Citizens' request.

7.7. <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. **Criminal Background Investigations.** Vendor shall conduct 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, unless otherwise approved in writing by the Contract Manager, shall include but not be limited to: (a) state and federal felony convictions or pending adjudications; (b) state and federal misdemeanor convictions or pending adjudications; (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.

If it is determined that a Vendor Staff member has a criminal conviction (misdemeanor or felony), regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict), within the last ten (10) years from the date of the court's determination for the crime, or its equivalent in any jurisdiction, Vendor is required to not allow that individual to act as a Vendor Staff under this Agreement until Vendor determines whether that individual should be allowed to do so considering (i) The nature and gravity of the offense, (ii) The amount of time that lapsed since the offense, (iii) The rehabilitation efforts of the individual involved, and (iv) The relevancy of the offense to the individual's role in connection with this Agreement. A disqualifying offense is any crime (in any jurisdiction within and/ or outside of the United States of America) where the nature of the criminal activity is such that a reasonable vendor would agree that the engagement would create a risk of injury, loss, or damage to people and/or property of Citizens. Any Vendor Staff whose criminal background check indicates, to Vendor, 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.

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.

9. **Security and Confidentiality.**

   9.1. General Requirements. Vendor shall implement and maintain appropriate safeguards to: (a) ensure the security, confidentiality, integrity and availability 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.

   9.2. Implementation of NIST 800-53 Controls. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor agrees to implement the privacy and security controls that follow the guidelines set forth in NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," as amended from time to time.

      9.2.1. Right of Audit by Citizens. Without limiting any other rights of Citizens herein, Citizens shall have the right to review Vendor's privacy and security controls prior to the commencement of Services and from time to time during the term of this Agreement. Such review may include Citizens' right,

at its own expense and without notice, to perform (or have performed) an on-site audit of Vendor's privacy and security controls. In lieu of such an audit, Citizens may require Vendor to complete, within thirty (30) calendar days of receipt, an audit questionnaire provided by Citizens regarding Vendor's privacy and security programs.

9.2.2. <u>Audit Findings</u>. Vendor shall implement any required safeguards as identified by Citizens or by any audit of Vendor's privacy and security controls.

9.3. <u>Use of Citizens' Systems</u>. 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.

9.4. <u>Data Encryption</u>. 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.

9.5. <u>Data Storage</u>. 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).

9.6. <u>Data Export</u>. 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.

9.7. <u>Security of Vendor Facilities</u>. 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).

9.8. <u>Labeling of Confidential Information</u>. 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.

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

9.10. <u>Transmission of Confidential Information Materials.</u> 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.

9.11. <u>Disposal of Confidential Information</u>. 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).

9.12. <u>Authority to Disclose Confidential Information to Others</u>. 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.

9.13. <u>Unauthorized Disclosure of Confidential Information</u>. 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) calendar days following the determination of the breach of security or reason to believe the breach occurred.

9.14. <u>Return of Confidential Information</u>. 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.

9.15. <u>Notification of Anticipatory Breach</u>. 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.

9.16. <u>Remedies</u>. 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.

9.17. <u>Subcontractors</u>. 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.

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

10. Public Records Laws.

10.1. <u>Public Records Laws</u>. 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.

10.1.1. <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.

10.1.2. <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.

10.1.3. <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: <u>Recordsrequest@citizensfla.com</u>. Citizens shall be the Party responsible for coordinating the response and production to the PRR. Vendor shall communicate with Citizens to determine whether requested information is confidential and/or exempt from public records disclosure requirements. Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Florida's Public Records Laws.

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

CIRCLE, TALLAHASSEE, FL 32303.

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

11. **Indemnification and Limitation of Liability.**

11.1. <u>Indemnification.</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 federal, state, local, international, or other laws or regulations; (b) bodily injury (including death) or damage to tangible personal or real property; (c) breaches of any representations made by Vendor under this Agreement; (d) any claim that any Work Product violates or infringes upon a trademark, copyright, patent, trade secret or intellectual property right; or, (e) Vendor's failure to timely forward a public records request to Citizens for handling; <u>provided</u>, <u>however</u>, 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.

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

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

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

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

11.2. <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; OR, (B) ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF ONE HUNDRED THOUSAND DOLLARS (**$100,000)**. 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 VENDOR'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 SECTION 768.28, FLORIDA STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. **Insurance**.

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

12.1.1. 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 applicable state law, 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.

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

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

12.1.4. Professional Liability (errors and omissions) with minimum limits of $1 million per claim and $2 million in the aggregate, coverage shall be provided on a claims made and reported basis;

12.2. Vendor's Insurance is Primary. The insurance required under Section 12.1. 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.

12.3. Citizens to be an Additional Insured. The Commercial General Liability and Auto Liability policies in Section 12.1 shall include Citizens as an additional insured. For Commercial General Liability coverage, the policy must include ISO Form #CG 20 10 10 01 or a comparable company specific endorsement.

12.4. Waiver of Subrogation. The insurance required under Section 12.1 will include a provision waiving the insurer's rights of recovery or subrogation against Citizens.

12.5. Coverage for Indemnity Obligations. The Commercial General Liability, Auto Liability, and Professional Liability coverages will cover claims made under the indemnity provisions of this Agreement.

12.6. <u>Notice of Cancellation or Change</u>. To the extent practicable, the Commercial General Liability and Professional Liability policies 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.

13. <u>Agreement Termination; Transition Assistance</u>.

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

13.2. <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 should not generally be less than ten (10) calendar 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.

13.3. <u>Transition Assistance</u>. 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) calendar days following the Termination Date.

13.3.1. Transition Assistance shall mean any transition services, functions, or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a vendor are fully transitioned in a smooth and efficient manner to the purchaser or to a successor vendor. Transition Assistance includes the development and

implementation of a detailed transition plan, if requested. To the extent the Transition Assistance will involve a successor vendor, Vendor agrees that it will cooperate with such successor vendor. As reasonably required by Vendor, Citizens shall cause any successor vendor to execute Vendor's non-disclosure agreement.

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

14. **Disputes.**

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

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

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

15. **Records; Audit.**

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

15.2. 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.

16. **Miscellaneous.**

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

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

16.3. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.

16.4. Convicted Vendor List. Vendor shall immediately notify Citizens' Contract Manager or designee in writing if it or any of its affiliates are placed on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government.

16.5. Compliance with Laws. Vendor and Vendor staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement. This includes (a) registration and annual renewal of authority to transact business in State of Florida (via www.sunbiz.org); and, (b) maintaining all other necessary permits or licenses from federal, state, and local regulatory/licensing authorities. Vendor shall immediately notify Citizens of any

disciplinary proceedings or suspensions initiated against Vendor during the term of this Agreement by such regulatory bodies.

16.6. <u>Subcontracting</u>. Vendor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without Citizens' prior written consent and any attempt to do so shall be void and without effect. 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.

16.7. <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.

16.8. <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.

16.9. <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/about/mediaresources.cfm.

16.10. <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.

16.11. <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.

16.12. <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. In the event of any assignment, Vendor shall remain liable for performance of this Agreement unless Citizens expressly waives such liability. Citizens may assign this Agreement with prior written notice to Vendor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Citizens.

16.13. <u>Force Majeure</u>. Because of the nature of Citizens' business, Citizens requires that the Services be performed during or immediately after catastrophic events which might otherwise be considered force majeure. Therefore, Vendor acknowledges and agrees that force majeure will not constitute an excuse for non-performance of the Services as this Agreement and the Services are considered and designated as essential to Citizens' operations.

Additional Terms Applicable to Licenses and Software

1. <u>License Grant</u>. For the purposes of 11 U.S.C. § 365(n), the Parties acknowledge and agree that this Agreement constitutes a license grant of intellectual property in software form to Citizens by Vendor.

2. <u>Development and Test Environments</u>. Citizens is entitled to one licenses for (1) development and one (1) test/backup environment for use by its authorized users at no additional charge.

Attachment F
Price Sheet

Detailed Pricing		Qty	Price	1st Year
Part Number	**Description**			**Support**
	OPEX Falcon RED Hardware			
OPX-FCN	OPEX Falcon Base Scanner	1	$38,100.00	$6,285.00
OPX-MICR	MICR + (Plus)	1	$4,850.00	$765.00
OPX-ATIP	One (1) Audit Trail Inkjet Printer	1	$550.00	
OPX-MPID	Multi-Page Type ID Assist Tower	1	$1,050.00	$115.00
OPX-1D	1-D Barcodes, Suite of Barcodes	1	$860.00	$200.00
OPX-2D	2-D Barcodes, each	1	$1,015.00	$225.00
OPX-M72	OPEX Model71 Extractor	1	$28,950.00	$2,705.00
	DISCOUNT		-$1,000.00	
INS-DYO	Installation – 1 day Onsite (OPEX Certified Tech)	1	Included	
	Freight Charges	1	$1,200.00	
	OPEX Sub-Total		**$75,575.00**	**$10,295.00**
			List	1st Year

Part Number	Description	Qty	Price	Support
	A2iA Hardware			
CAR-02	A2iA CAR/LAR Engine – 3 Millions Checks/Year	1	$10,500.00	$2,100.00
	A2iA Sub-Total		**$10,500.00**	**$2,100.00**
	RTLFIRST Software			
OPX-02	Scan Module/OPEX Connect Module	1	$6,000.00	$1,200.00
PRC-02	RTLFiRST Process Module	1	$6,000.00	$1,200.00
MOP-02	Initial Operation for Policy Premium Payments	1	Included	$250.00
SVR-02	One-Operation Specialist/Verification (1st User) Concurrent License	1	$2,500.00	$375.00
VRF-02	One-Operation Verification (1st User) Concurrent License	1	$2,500.00	$375.00
VRF-02	One-Operation Verification (2nd to 5th Users) Concurrent License	4	$9,000.00	$1,350.00
CUS-LKPL	Real Time Lookup Lite (by account and by name and address)	1	$3,000.00	$600.00
FVW-Web	FiRSTView (1st User) Concurrent License	1	$3,000.00	$600.00
FVW-Web	FiRSTView (2nd to 5th Users) Concurrent Licenses	4	$4,000.00	$800.00
CHK-21-002	Check21/ICL Processing Module(Image Exchange)	1	$9,000.00	$1,800.00
CHK21-IMS	Image Score License (3 Million Checks/Year)	1	$3,000.00	$600.00
	Sub-Total		$48,000.00	$9,150.00

	Initial Install Discount		-$18,000.00	
	DISCOUNT		-$1,500.00	
	Sub-Total		**$28,500.00**	**$9,150.00**
	Supplies and Accessories			
	RTLFiRST &FiRSTView Training Manual (1 each)	1	Included	
	Sub-Total		**$0.00**	
	RT Lawrence Services			
	Planning, Implementation, Installation, Testing and Training Services		$5,000.00	
	Sub-Total		**$5,000.00**	
	SOLUTION GRAND TOTAL		**$119,575.00**	**$21,545.00**

Applicable Sales Tax	Citizens Property Insurance Corporation is a government entity which does not pay Federal Excise or State Sales Taxes		
	Freight Charges	**Included**	
	Estimated Travel Expenses	**$2,500.00**	

Payment Terms	40% of the Project Amount Due at the Time of Order	$47,830.00	
	35% of the Project Amount Due Upon Hardware Delivery	$41,851.00	
	25% of the Project Amount Due upon Software Installation	$29,894.00	
	100% of the Annual Support Due NET 30 Upon Installation	$21,545.00	
	100% of the Travel Expenses Due NET 30 Upon Onsite Installation	$2,500.00	

	ADDITIONAL OPTIONAL SERVICES		**List**	**Annual**
	Description	**Qty**	**Price**	**Support**
	RT Lawrence Software and Services			
	Additional Operation	1	$1,250.00	$250.00
	Remote Configuration of New Operation/s, setup, Testing and Support for Client's conversion to their New Billing System in 2019		$5,000.00	
	*Post-implementation Professional Services	1	$125.00/hour	

*Post-implementation Professional Services are guaranteed at the above listed rate through December 31, 2019 at which time Vendor may elect to increase the hourly rate for Post-implementation Professional Services, provided that such increase will not exceed the annual change in the consumer price index. Such increases will be noticed in writing by Vendor to Citizens' Contract Manager thirty (30) days in advance of the implementation of the increase.

	A2IA HARDWARE MAINTENANCE FOR 10 YEARS	**Price**	
	Year 1 – included in the above proposed solution	$2,100.00	

	Year 2	$2,205.00	
	Year 3	$2,315.00	
	Year 4	$2,431.00	
	Year 5	$2,553.00	
	Year 6	$2,680.00	
	Year 7	$2,814.00	
	Year 8	$2,955.00	
	Year 9	$3,103.00	
	Year 10	$3,258.00	

	A2IA HARDWARE MAINTENANCE FOR 10 YEARS	Price	
	Year 1 – included in the above proposed solution	$9,150.00	
	Year 2	$9,425.00	
	Year 3	$9,707.00	
	Year 4	$9,998.00	
	Year 5	$10,298.00	
	Year 6	$10,607.00	
	Year 7	$10,926.00	
	Year 8	$11,253.00	
	Year 9	$11,591.00	
	Year 10	$11,939.00	

	**ESTIMATED TRAVEL EXPENSES BREAKDOWN		**Unit**	**Extended**
	Description	**Qty**	**Price**	**Price**
	Airfare	2	$800.00	$1,600.00
	Hotel	5	$110.00	$550.00
	Rental Car	5	$60.00	$300.00
	Airport Parking	5	$19.00	$95.00
	Per Diem	5	$35.00	$175.00
	Gasoline	5	$25.00	$125.00

**Travel expenses will be billed at the lesser of the above listed rates, or in accordance with Citizens Travel Reimbursement Guidelines. Proposed travel expenses shall be pre-approved, in writing by Citizens.