Software Ordering Document

Partner Name: **Applications Software** Partner AP Contact: Accounts Payable

Technology LLC

Address: 4343 Commerce Ct. Suite **Email Address:** ap@astcorporation.com

City: Lisle

State/Providence: ΙL

Postal Code: 60532

Citizens Property Insurance End User Name:

Corporation

331 West Bay Street Address:

Jacksonville City:

State/Providence: FL

End User Technical

Bishwas Khanal

Contact:

Phone:

Fax Number:

(904) 407-0227 Phone:

630-778-1180

630-778-1179

Fax:

End User Contact Email Bishwas.khanal@citizensfl

Address: a.com

Postal Code: 32202

Programs and Program Related Service Offerings

The following programs ("Oracle Software") will be terminated for use by Citizens Property Insurance Corporation.

Data Center: North America			
Cloud Services	Metric	Quantity	Term in Months
B84256 - Oracle Talent Acquisition Cloud Service	Hosted Employee	3000	12
B82310 - Oracle Taleo Scheduling Cloud Service	Hosted Employee	3000	12
B84262 - Additional Test Environment for Oracle Taleo Cloud Service	Test Environment	1	12

The following program ("Oracle Software") replaces the previous 3 SKU's for use by Citizens Property Insurance Corporation.

Data Center: North America			
Cloud Services	Metric	Quantity	Term in Months
B87675 - Oracle Fusion Recruiting Cloud Service	Hosted Employee	2850	17.35

The following programs ("Oracle Software") will continue to be in use by Citizens Property Insurance Corporation.

Data Center: North America			
Cloud Services	Metric	Quantity	Term in Months
B79785 - Oracle Enterprise Performance Reporting Cloud Service	Hosted Named User	30	17.35
B73946 - Oracle Planning and Budgeting Cloud Service	Hosted Named User	100	17.35
B73946 - Oracle Planning and Budgeting Cloud Service	Hosted Named User	10	17.35
B79785 - Oracle Enterprise Performance Reporting Cloud Service	Hosted Named User	10	17.35
B81510 - Oracle Fusion Financial Reporting Compliance Cloud Service	Hosted Named User	100	17.35
B73948 - Oracle Fusion WebCenter Forms Recognition Cloud Service	Hosted 1K Records	10	17.35
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service	Each	1	17.35
B85243 - Oracle Data Masking for Fusion Cloud Services	Each	1	17.35
B69711 - Oracle Fusion Financials Cloud Service	Hosted Named User	100	17.35
B69717 - Oracle Fusion Purchasing Cloud Service	Hosted Named User	30	17.35
B69719 - Oracle Fusion Sourcing Cloud Service	Hosted Named User	30	17.35
B69720 - Oracle Fusion Procurement Contracts Cloud Service	Hosted Named User	30	17.35
B78965 - Oracle Fusion Supplier Qualification Management Cloud Service	Hosted Named User	30	17.35
B73947 - Oracle Fusion Automated Invoice Processing Cloud Service	Hosted 1K Records	10	17.35
B69713 - Oracle Fusion Expenses Cloud Service	Hosted Employee Report	1000	17.35
B69718 - Oracle Fusion Supplier Portal Cloud Service	Hosted Named User	30	17.35
B69721 - Oracle Fusion Self Service Procurement Cloud Service	Hosted Named User	500	17.35
B84576 - Oracle Fusion Transactional Business Intelligence Cloud Service	Hosted Named User	10	17.35
B93450 - Oracle DataFox Supplier Intelligence Cloud Service	Hosted Named User	10	17.35
B85800 - Oracle Human Capital Management Base Cloud Service	Hosted Employee	2860	17.35
B75365 - Oracle Fusion Time and Labor Cloud Service	Hosted Named User	2,850	17.35
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service	Each	1	17.35
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service	Each	1	17.35
B67290 - Oracle Fusion Global Payroll Cloud Service	Hosted Named User	1200	17.35
B67291 - Oracle Fusion Goal Management Cloud Service	Hosted Named User	1200	17.35
B67293 - Oracle Fusion Performance Management Cloud Service	Hosted Named User	1200	17.35
B67294 - Oracle Fusion Talent Review and Succession Management Cloud Service	Hosted Named User	1200	17.35

B67295 - Oracle Fusion Workforce Compensation Cloud Service	Hosted Named User	1200	17.35
B81291 - Oracle Fusion Career Development Cloud Service	Hosted Named User	1200	17.35
B79034 - Oracle Address, Email and Phone Verification Cloud Service	Per Verification - Hosted Records	10000	17.35
B87675 - Oracle Fusion Recruiting Cloud Service	Hosted Employee	2850	17.35

B. TERMS FOR ORDERED CLOUD SERVICES

1. ORACLE CONTRACT INFORMATION

This ordering document incorporates by reference the terms of the end user agreement listed below:

End User Agreement: Exhibit A to US-OPN-MDA-CSD PSADD-622040-05-APR-2022 (the End User Cloud Services Agreement)

2. Fees

All fees payable are due as per due date on the on the invoice and the terms of the Agreement. Once placed, your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein.

3. Offer Validity

This order is valid through 30-APR-2023

4. Price Hold for Cloud Services

During the services period, you may order additional quantities of the cloud services acquired under this ordering document at unit net prices listed in Attachment 1 – Software Pricing Details. This price hold does not apply to any renewals or extensions of the cloud services ordered under this ordering document, to cloud services ordered pursuant to a separate Oracle discount or promotion, or to any cloud services other than those listed in the initial purchase under this ordering document.

5. Renewal of Cloud Services

Notwithstanding any statement to the contrary in the Services Specifications, the parties expressly agree that the Cloud Services acquired under this Ordering Document will not Auto Renew.

C. **Additional Terms**

1. Midterm Subscription Change

As a condition to distributing the cloud services in this order (a) you must execute the Midterm Subscription Change Letter Exhibit ("Midterm Subscription Change Letter Exhibit") attached to this order. Oracle's acceptance of this order is subject to Oracle's review and approval of the terms of the Midterm Subscription Change Letter Exhibit. You may not make any modifications to the Midterm Subscription Change Letter Exhibit without the prior written consent of Oracle and any changes, if consented to by Oracle, shall be identified clearly.

The services fees due under this order for any new cloud services shall be reduced based on the date of the end user's access for such new cloud services, and by the amount of fees paid, if any, for the unused portion of the Previous Services following the Cloud Services Start Date, provided that the invoices for the Previous Services have been paid in full. The services period end date will be the same for all cloud services on this order.

You agree that this order terminates and supersedes, as of the Cloud Services Start Date, the following order(s) between the parties including any amendments and addendum thereto (collectively, the "Previous Orders") under which you previously acquired cloud services ("Previous Services") detailed in the attached Midterm Subscription Change Letter. Accordingly, you acknowledge and agree on the attached Midterm Subscription Change Letter that the Previous Services are being terminated.

You agree to pay any fees for Previous Services that have accrued prior to the Cloud Services Start Date.

The services fees due under this order for any new cloud services shall be reduced based on the date of the end user's access for such new cloud services, and by the amount of fees paid, if any, for the unused portion of the Previous Services following the Cloud Services Start Date, provided that the invoices for the Previous Services have been paid in full. The services period end date will be the same for all cloud services on this order.

2. **Transition Period**

As part of the transition from Taleo Cloud Services to Fusion Cloud Services, You have a right to the Taleo Cloud Services acquired under this order (parts #B84262, B82310, & B84262) up to the quantity set out above at no cost for a period of 12 months from the Cloud Services Start Date of this order (the "Transition Period"). The additional test environment (part # B84262) will not be renewed at the end of the transition period and Your use of Taleo Cloud Services will be terminated. You will no longer have any right to access or use the Taleo Cloud Services nor will You be permitted to reinstate such Cloud Services.

D. Others

1. Order of Precedence

In the event of inconsistencies between the terms contained in this ordering document and the End User agreement referenced above this ordering document will control over the terms contained in any purchase order or other documents.

2. Addendum

AST agrees that the Public Records Addendum attached hereto as Addendum to this Software Ordering Document (the "Addendum") is hereby incorporated into this Software Ordering Document in order to address the public posting of this Software Ordering Document, and its disclosure to third parties.

3. Entire Agreement

You acknowledge that your actions of completing this form and submitting it electronically constitute your execution of this ordering document and agreement to its terms. You agree that the End User agreement referenced in section B1 and this ordering document constitute the entire agreement between you, AST and Oracle with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions on any document provided by You (e.g., on a purchase order or elsewhere) shall apply.

The signature below affirms your commitment to pay for the cloud services ordered in accordance with the terms of this ordering document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective, duly authorized representatives		
Citizens Property Insurance Corporation 301 West Bay Street Jacksonville, FL 32202	Applications Software Technology LLC 4343 Commerce Ct. Suite 701 Lisle, IL 60562	
By:	By: Output Description (Signature)	
Name:	Name: Jennifer Mascari	
Title: CHRO	Title: Chief Sales Officer, Public Sector	
Date:	Date: <u>4/26/2023</u>	
By:		
Name:		
Title:Chief Operating Officer		
Date:		

ADDENDUM 1 PUBLIC RECORDS ADDENDUM ("ADDENDUM")

Company Name ("Vendor"): Applications Software Technology, LLC

Agreement Name/Number ("Agreement"): Software Ordering Document / 16-15-0029-01

Primary Vendor Contact Name: David Dawson

Telephone: 813-777-9457

Email: ddawson@astcorporation.com

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

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

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

Vendor must select one of the two declarations below. If Vendor does not select one (1) of the two (2) declarations below, or if Vendor fails to provide the Redacted Agreement and Redaction Justification within thirty (30) calendar days of Vendor's receipt of the fully executed Agreement, then without further notice to Vendor, Citizens may post the non-redacted version of the Agreement on its public website and may release it to any member of the public.

Vendor WILL NOT SUBMIT a Redacted Agreement. Citizens may post Vendor's full, complete, and non-redacted Agreement on its public website, and may release the Agreement to any member of the public without notice to Vendor. Or Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor WILL SUBMIT a Redacted Agreement and a Redaction Justification within thirty (30) calendar days of receipt of the fully executed Agreement. Citizens may post Vendor's Redacted Agreement on its public website, or release it to any member of the public, without notice to Vendor. If Citizens receives a public records request for the Agreement, Citizens will provide only the Redacted Agreement and Redacted Justification to the requestor. Vendor acknowledges that, in the event of any legal challenge regarding these redactions, Vendor will be solely responsible for defending its position or seeking a judicial declaration.