
Software Ordering Document

Partner Name: Applications Software
Technology Corporation

Address: 1755 Park Street, Suite 100
City: Naperville
State/Providence: IL
Postal Code: 60563
Country: USA

Partner AP Contact: Sandy Wade

Phone: 630-778-1180
Email Address: ap@astcorporation.com
Fax Number: 630-778-1179

End User Name: Citizens Property Insurance
Corporation

Address: 301 W. Bay Street
City: Jacksonville
State/Providence: FL
Postal Code: 32202

End User Technical Contact: Robert Borland

Phone: 904 407-0237
Fax:
End User Contact Email Address: DL_ERP_Support_Team@citizensfla.com

A. Programs and Program Related Service Offerings

The following programs (“Oracle Software”) are for use with the Hyperion Planning and Budgeting System for the State of Delaware.

| Product Description | License Type | Quantity | Net Fee |
|------------------------------------------------------------------------------------------|-------------------------|----------|-------------|
| Oracle User Productivity Kit Professional | Employee Perpetual | 2850 | \$34,913.00 |
| Oracle User Productivity Kit Professional | UPK Developer Perpetual | 5 | \$21,438.00 |
| Oracle User Productivity Kit Professional - Software Update License & Support for Year 1 | Employee Perpetual | 2850 | \$7,681.00 |
| Oracle User Productivity Kit Professional - Software Update License & Support for Year 1 | UPK Developer Perpetual | 5 | \$4,716.00 |

A. ORDERED HARDWARE, PROGRAMS AND/OR SERVICES

1. ORACLE CONTRACT INFORMATION

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

End User Agreement: Transactional Oracle Master Agreement

Date or Version: TOMA_v102215

2. Ordered Programs

You have ordered the program licenses and 12 months of technical support services described in the table(s) located above section A. Software items listed on this ordering document, excluding operating system and integrated software, are considered “programs” as defined in the agreement and are subject to the terms in section TERMS FOR PROGRAMS AND SOFTWARE UPDATE LICENSE AND SUPPORT below.

3. Segmentation

The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services, are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services, you or the end user may receive or have/has received from Oracle. You understand that you and/or the end user may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical support, or (z) other services, independently of any other product or service. Your obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

B. TERMS FOR PROGRAMS AND SOFTWARE UPDATE LICENSE AND SUPPORT

1. Commencement Date

- a. For all program licenses, the commencement date is the effective date of this order.

2. Fees and Payment Obligation

- a. All fees on this ordering document are in US Dollars.
- b. All fees due under this ordering document shall be non-cancellable and the sums paid nonrefundable, except as provided in the Agreement.
- c. License fees and service fees are invoiced as of the commencement date.
- d. In entering into payment obligations under this ordering document, you agree and acknowledge that You have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this ordering document, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under this ordering document, per the terms of this ordering document and the agreement.

3. Technical Support

Technical support acquired with this order may be renewed annually. The technical support fees for the Year two shall be \$13,637. For the third, fourth and fifth years, the technical support fees shall not increase by more than 0% over the second year technical support fees. For the sixth, seventh, eighth, ninth, and tenth years, the technical support fee will not increase by more than 2% over the prior year's technical support fees.

4. Trial Licenses

Additional programs may be included with the order which You may use for trial purposes only. You shall have 30 days from the delivery date to evaluate these programs. Any use of these programs after the 30 day trial period shall require You to obtain the applicable license. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or any warranties of any kind for these programs.

C. GENERAL TERMS

1. Delivery of Programs

Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the programs listed above section A. Through the Internet URL, You can access and electronically download to your location the current production release as of the effective date below of the software and related program documentation for each program listed above section A. Provided that You have continuously maintained technical support for the programs listed above section A, You may continue to download the software and related program documentation for the programs listed above section A. Please be advised that not All programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation under this ordering document, electronic download or otherwise.

2. Source Code

Oracle may deliver source code as part of its standard delivery for particular programs, operating system or integrated software; all source code delivered by Oracle is subject to the terms of the agreement, the applicable order and the applicable program documentation.

3. Oracle Contract Information

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

End User Agreement: Transactional Oracle Master Agreement

Date or Version: TOMA_V102215

4. Order of Precedence

In the event of any inconsistencies between the end user agreement and this ordering document, this ordering document shall take precedence. This ordering document will control over the terms contained in any partner purchase order or non-Oracle ordering document.

5. Linking Language

You acknowledge and agree that the terms and conditions of this ordering document are contingent upon the simultaneous execution of the cloud services ordering document between the parties. If the parties do not simultaneously execute the above referenced ordering document(s) with this ordering document, this ordering document shall be deemed to have no legal effect, even if executed.

6. 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 and this ordering document constitute the entire agreement between you 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 software and 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
2101 Maryland Circle
Tallahassee, FL 32303

Applications Software Technology Corporation
1755 Park Street, Suite 100
Naperville, IL 60563

By: 
(Signature)

By: 
(Signature)

Name: Kelly Booten

Name: SHAJI ZECHARIAH

Title: Chief - Systems and Operations

Title: Executive Vice President