



ATTACHMENT J – AGREEMENT FOR EXECUTIVE COACHING SERVICES

The following sets forth Citizens’ expectations of contractual terms and conditions. Citizens is willing to modify these terms and conditions based on industry standards and the Vendor’s reply to this solicitation.

This Agreement (“Agreement”) is between CITIZENS PROPERTY INSURANCE CORPORATION (“**Citizens**”), a legislatively created Florida governmental entity, having its principal place of business at 2101 Maryland Circle, Tallahassee, Florida 32303, and **VENDOR NAME** (“**Vendor**”) having its principal place of business at **VENDOR ADDRESS**. Citizens and Vendor shall each be known as a “Party,” and collectively shall be known as the “Parties.”

Recitals

On October **XX**, 2017, Citizens issued a Request for Proposals No. 17-0019 for Executive Coaching Services (the “Solicitation”). Vendor’s response to the Solicitation was accepted by Citizens, subject to the terms set forth in this Agreement.

In consideration of the mutual promises and restrictions stated in this Agreement, the Parties acknowledge and agree as follows:

Terms of Agreement

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:
 - 1.1. “360° Feedback” means the process of evaluating a Leader’s performance by collecting and analyzing feedback from a Leader’s subordinates (direct reports), peers (colleagues), and direct manager, as well as a self-evaluation by the Leader to determine strengths and areas for development.
 - 1.2. “Citizens Confidential Information” means all information, data, and documentation, whether marked as confidential or not, disclosed to Vendor in the course of this Agreement that is either: (a) Protected under any applicable state or federal law (including Chapter 119, Florida Statutes; Sections 501.171, and 627.351(6), Florida Statutes; Chapter 690-128, Florida Administrative Code; and, 15 U.S.C. § 6801 et seq.); (b) private information concerning Citizens’ employees or policyholders (including social security numbers, personal health information, personal credit information, banking information, drivers’ license numbers, personal email addresses, personal phone numbers, and home addresses); or, (c) related to any Citizens’ manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, or any business, governmental, and regulatory matters affecting Citizens. “Citizens Confidential Information” does not include any information, data or documentation

that: (a) is publicly available through no fault of Vendor or Vendor Staff; or, (b) Vendor developed independently without relying in any way on Citizens Confidential Information.

- 1.3. "Coach" means a Vendor Staff Member responsible for providing Services directly to a Leader pursuant to a Coaching Assignment
- 1.4. "Coaching Assignment" means the placement and delivery of Services by a Coach directly to a Leader in accordance with this Agreement and the corresponding Purchase Order
- 1.5. "Coaching Plan" means the written plan, including specified tasks and processes, that the Coach and Leader agree to follow in carrying out the objectives of the Coaching Assignment. The Coaching Plan is individualized to each Leader and Coaching Assignment, and is developed by the Coach in accordance with Citizens' directives.
- 1.6. "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
- 1.7. "Development Plan" means the written plan, including specified tasks and processes, for a Leader's continued development upon completion of the Coaching Assignment. The Development Plan is individualized to each Leader and Coaching Assignment, and is developed by the Coach in accordance with Citizens' directives.
- 1.8. "DISC" means a behavior assessment based on the DISC theory, which centers on the four following behavioral traits: dominance, inducement, submission, and compliance.
- 1.9. "Effective Date" means the date on which the last Party executes this Agreement.
- 1.10. "Leader" – means a Citizens employee at a director level or above, or other Citizens employee selected to receive Services from Vendor pursuant to a Coaching Assignment.
- 1.11. "Myers-Briggs Type Indicator" or "Myer-Briggs" means an assessment and analysis of psychological preferences relating to an individual's perception of the world and decision making
- 1.12. "Purchase Order" – means a formal request for Services that is issued by Citizens pursuant to the terms of this Agreement. Each Purchase Order will identify the Coach, the Leader, and the Services for the Coaching Assignment.
- 1.13. "Services" means all services and Deliverables to be provided by Vendor to Citizens under this Agreement. The Services are described in Section 3. herein and in each applicable Purchase Order. If any service is not specifically described in this Agreement (including applicable Purchase Orders) but is an inherent, necessary or customary part of the Service and reasonably required for the proper performance and provisioning of the Services, that service shall be included within the definition of the Services to the same extent and in the same manner as if specifically described herein.
- 1.14. "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.
- 1.15. "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. Term and Renewals.

- 2.1. Term of Agreement. This Agreement shall commence on the Effective Date and, unless terminated as provided for herein, shall continue for two (2) years.
- 2.2. Renewals. This Agreement does not include any renewal periods.

3. Services. [To be finalized with Vendor Response]

- 3.1. Description of Services. As requested by Citizens from time to time, Vendor will provide Services related to one-on-one coaching of Senior Leaders.
 - 3.1.1. Assignment Consultation. Upon Citizens request, Vendor will meet with Citizens' management to discuss objectives and recommend a Coach for a contemplated Coaching Assignment, (the "Assignment Consultation"). As part of the Assignment Consultation, the parties may discuss the subject of the Coaching Assignment, the context for coaching, the objectives, and Vendor resources available to support Citizens' objectives. As requested by Citizens, the Assignment Consultation will also include an initial meeting between the Coach and Leader to confirm the suitability of the Coach. Vendor will provide the Assignment Consultation at no cost to Citizens.
 - 3.1.2. Coaching Assignments. From time to time, Citizens may provide a Coaching Assignment to Vendor. Citizens will provide each Coaching Assignment pursuant to a Purchase Order. Each Purchase Order will identify the Coach, the Leader, and the Services authorized for the Coaching Assignment. Vendor is not authorized to commence a Coaching Assignment unless and until Citizens issues a Purchase Order. Citizens will not provide compensation for Services except as pre-authorized pursuant to a Purchase Order. Vendor acknowledges that Citizens does not in any way represent or guarantee that Vendor will receive any specific or minimum volume of Coaching Assignments under this Agreement. At its sole discretion, Citizens will assign Coaching Assignments to vendors based on vendor performance, capability, and capacity.
- 3.2. Coaching Assignment Services. Except as otherwise specified in a Purchase Order, each Coaching Assignment will have a six (6) month duration and will include Coaching Plan Development, Coaching to the Plan, and Close Out as detailed in this Agreement. As specified in the Purchase Order, the Coaching Assignment may also include one or more of the Additional Services provided in Section 3.2.4 below. Citizens does not authorize Additional Services except as specifically provided in the Purchase Order. If the Parties identify a need for Additional Services during an ongoing Coaching Assignment, the Additional Services remain subject to issuance of an amended Purchase Order authorizing such Additional Services.
 - 3.2.1. Coaching Plan Development. The Coach is responsible for developing and delivering an individualized Coaching Plan for the Leader in accordance with the following, ("Coaching Plan Development"):

- 3.2.1.1. The Coach will conduct an intake interview of the Leader. The interview will include, but is not limited to, personal history, career history, current team and organization, validation of the Leader's competencies, organizational capability, and business outcomes, and discussion in order to provide a thorough understanding of the Leader's view of coaching objectives as well as identify Leader's areas of opportunity and strengths.
 - 3.2.1.2. The Coach and Leader will meet to define the Coaching Assignment objectives and desired outcomes, determine if additional behavioral assessments are needed, and discuss the intake interview separately with both the Leader and their manager to secure the manager's commitment to the Leader's development.
 - 3.2.1.3. The Coach will perform an analysis of a 360 Feedback or other behavioral assessment. Citizens will either (i) provide a completed 360 Feedback or other behavioral assessment for analysis by Vendor, or (ii) may request that Vendor perform the assessment per Section 3.2.4 below.
 - 3.2.1.4. The Coach and Leader will discuss behavioral assessment interpretation.
 - 3.2.1.5. The Coach will collaborate with Leader to prepare an initial draft of the Coaching Plan and will prepare the Leader for discussion with the Leader's direct Manager.
 - 3.2.1.6. The Coach will develop and deliver the Leader's individualized Coaching Plan, to include integration of the behavioral; assessment and any interviews. The Coaching Plan will address strengths, opportunities, impact on the team, and identify specific actions for development.
 - 3.2.1.7. The Coach will submit the Coaching Plan to the Contract Manager within thirty days from the issuance of the Coaching Assignment. The Coaching Plan is subject to final written approval by Citizens' Contract Manager.
- 3.2.2. Coaching to Plan. Upon Citizens' approval of the Coaching Plan, the Coach and Leader will proceed to Coaching as follows and in accordance with the Plan, ("Coaching to Plan"):
- 3.2.2.1. Coach and Leader will engage in one-on-one coaching meetings at least once a month to assess progress on the Leader's development, provide the Leader with additional insight and awareness with respect to the topics of the Coaching Plan, challenge the Leader, and provide assignments to the Leader.
 - 3.2.2.2. Completion of any additional assessments included as part of the Coaching Plan per Section 3.2.4.
 - 3.2.2.3. After the first ninety (90) days following the start of the Assignment, the Coach will provide the Contract Manager with

a summary report (“90 Day Status Report”) which identifies the status of the Coaching Assignment, progress made by the Coach and Leader, next steps, and any concerns or issues identified at that point.

3.2.2.4. Coach will assist Leader in the measurement and evaluation of success from beginning to end of the Coaching Assignment.

3.2.2.5. Coach will provide recommendations to Leader for sustained and continued development.

3.2.2.6. Coach will develop and provide an individualized Development Plan, including future goals and actions to accomplish those goals, along with anticipated timelines to be followed by the Leader upon completion of the one-on-one coaching

3.2.3. Close Out. Upon completion of the one-on-one coaching activities, the Coach will complete the following activities to close out the assignment, (“Close Out”):

3.2.3.1. Coach and Leader will meet to close out the engagement, including finalization of the Leader’s Development Plan, (the “Close Out Meeting”).

3.2.3.2. Service Project Plan. As part of Vendor’s off-boarding activities for each Coaching Assignment, the Vendor must develop and provide a Service Project Plan that recaps all knowledge gained from the Services provided thereunder. The Service Project Plan will include a high level written summary report for the Contract Manager, and will address:

- a) the validation of findings acquired during the Coaching Assignment; and,
- b) distribution of materials provided or developed by Vendor for Citizens during the Coaching Assignment.

3.2.4. Additional Services. Citizens may require that Vendor provide one or more of the following Additional Services as part of a Coaching Assignment, as specified in the Purchase Order:

3.2.4.1. 360 Feedback

3.2.4.2. Myers Briggs Evaluation

3.2.4.3. Disc Evaluation

3.3. Service Delivery.

3.3.1. Vendor will ensure confidentiality of assessment results.

3.3.2. All Services will be provided via telephone unless explicitly provided in the associated Purchase Order. As requested by Citizens, the Services will be provided in any of Citizens facilities located in Jacksonville, Tampa, and Tallahassee.

- 3.3.3. All Services will be overseen by Citizens Contract Manager or other Citizens designated personnel identified in the Purchase Order for the Coaching Assignment.
- 3.4. Project Lead. The Coach will serve as the primary point of contact for the Vendor and will manage the day-to-day operations and delivery of the Services as they relate to the Coaching Assignment. This includes but is not limited to the following responsibilities:
 - 3.4.1. identifying and coordinating the necessary resources for the Coaching Assignment;
 - 3.4.2. maintaining and tracking project calendars/timelines;
 - 3.4.3. identifying and escalating issues to the Citizens' Contract Manager;
 - 3.4.4. status reporting to management and other stakeholders;
 - 3.4.5. identifying and managing significant project risks;
 - 3.4.6. ensuring content quality for services produced;
 - 3.4.7. ensuring the timely delivery of business requirements, business rules, and ensuring link to business strategies and scope;
 - 3.4.8. coordinating project scheduling and costs; and,
 - 3.4.9. conduct meetings to provide status and progress updates and review outcomes and feedback from training and coaching activities.

4. Service Requirements.

- 4.1. Temporary Suspension of Services. Citizens may, in its sole discretion, temporarily suspend all or certain portions of the Services at any time by providing written notice to Vendor. Upon receiving a suspension notice, Vendor shall cease performing the Services in accordance with the suspension notice. Within ninety (90) calendar days after Citizens provides the suspension notice, or any longer period agreed to by Vendor, Citizens shall either: (a) issue a notice authorizing resumption of the Services, at which time the Services shall resume; or, (b) exercise its right under Section 12.1. to terminate this Agreement without cause in whole or in part. Nothing in this Section allows Citizens to withhold or delay any payment for Services satisfactorily performed prior to the suspension. However, Vendor shall not be entitled to any additional compensation for the suspension of Services.
- 4.2. Key Vendor Staff. Vendor shall provide the following Key Vendor Staff resources: **TBD**. The Parties may identify additional Key Vendor Staff in a Purchase Order. Any alternative or substituted Key Vendor Staff will require prior written approval by Citizens' Contract Manager or designee.
- 4.3. Vendor Staff Qualifications and Removal. Within sixty (60) calendar days of the Effective Date, Vendor will provide resumes and other applicable documentation in order to validate the qualifications and experience of each of its Vendor Staff that are being proposed to provide Services under this Agreement. During the term of this Agreement, should Vendor add additional Vendor Staff, Vendor must update Citizens with the same information prior to being eligible to provide Services under the Agreement.

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 (a) lacks the proper training or qualifications to perform the Services, or (b) is lacking in honesty or integrity, then Vendor will not allow that person to perform Services under this Agreement.

At Citizens' discretion, Citizens' Contract Manager or designee may review and approve all Vendor Staff submission documents prior to any Vendor Staff being approved to provide Services to Citizens on behalf of Vendor. 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.

- 4.4. Confidentiality. Vendor shall hold all Citizens Confidential Information in strict confidence and in accordance with Section 15.1. Vendor shall not disclose Citizens Confidential Information except to Vendor Staff as necessary to carry out the purpose for which Citizens disclosed the information to Vendor. Prior to the start of each Coaching Assignment, Vendor shall inform all Vendor Staff of their obligations of confidentiality hereunder. Vendor shall require that all Vendor Staff maintain the confidentiality of Citizens Confidential Information in accordance herewith.

5. Service Warranties and Standards.

- 5.1. General Warranty. Vendor warrants that the Services will be performed and delivered in a professional, competent, and workmanlike manner in accordance with this Agreement including as further specified in an applicable Purchase Order, and the standards prevailing in the industry to the extent this Agreement and the applicable Purchase Order does not set forth different standards. Acceptance of or payment for the Services by Citizens shall not relieve Vendor of these responsibilities. The warranties and covenants in this Section will extend to and bind Vendor's subcontractors, if any.
- 5.2. Ability to Perform. As of the Effective Date, Vendor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Vendor's ability to perform the Services or satisfy its contractual obligations. During the term of this Agreement, Vendor shall notify Citizens of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its contractual obligations.
- 5.3. Monitoring of Performance. Vendor shall continuously monitor and record its performance to ensure that all of Vendor's responsibilities and obligations hereunder are being met and fulfilled. Citizens may conduct programmatic and other administrative contract monitoring during the term of this Agreement. The purpose of this monitoring is to ensure that all of Vendor's responsibilities and obligations are being met and fulfilled. Such monitoring may include on-site visits, report reviews, invoice reviews, compliance reviews, training material review and

a review of any other areas reasonably necessary.

6. Deliverables and Work Product.

6.1. Deliverables; Financial Consequences. Each Deliverable must be delivered by Vendor to Citizens in the time and manner specified in this Agreement or the applicable Purchase Order. 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 in the table below:

Deliverable	Due
Completed Intake Process including delivery of an agreed upon Coaching Plan.	Within thirty (30) days of issuance of the Coaching Assignment
90 Day Status Report	Within five (5) business days following the end of the first 90 days of the Coaching Assignment.
Development Plan, and Service Project Plan	Within ten (10) business days following the Close Out Meeting between the Coach and Leader.

6.2. Title to Work Product. With the exception of the Pre-Existing Materials described in Section 6.3., 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.

6.3. Pre-Existing Materials.

6.3.1. 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.

6.3.2. 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.

6.3.3. 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, perpetual, 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).

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

7. Changes.

7.1. 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.

7.2. 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.

8. Compensation.

8.1. Maximum Compensation and Budget Requirement. Citizens' obligation to pay Vendor for all Services and reimbursable expenses under this Agreement (a) shall not exceed a total dollar amount of **\$DOLLAR AMOUNT TBD**, and (b) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis.

- 8.2. Compensation Schedule. **[To be finalized with Vendor Response]** Vendor will be paid the Coaching Assignment Flat Fee in the installments set forth below upon completion and acceptance of each Deliverable. The Coaching Assignment Flat Fee constitutes the Vendor's sole compensation for each Coaching Assignment, except for Additional Services per Section 3.2.4. Citizens will not provide compensation for Services except as pre-authorized pursuant to a Purchase Order. Vendor's compensation may not exceed the rates set forth below and in Section 8.1 above.

Payment Schedule (Coaching Assignment Flat Fee)	
Deliverable	Payment
Completed Intake Process including delivery of an agreed upon Coaching Plan.	one-third (1/3) of Coaching Assignment Flat Fee
90 Day Status Report	one-third (1/3) of Coaching Assignment Flat Fee
Development Plan, and Service Project Plan	one-third (1/3) of Coaching Assignment Flat Fee
Coaching Assignment Flat Fee (total):	\$

Additional Services	
Ad Hoc Coaching Session (per hour)	\$
360 Feedback (per Leader)	\$
TBD	\$

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

Contract Manager's name; (e) invoice date; (f) Services period; (g) taxes listed separately, if applicable (see Section 8.9.); and, (h) itemized Services for which compensation is being sought.

- 8.4. Payment Processing. Citizens may require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under this Agreement and Vendor agrees that it will provide such information as reasonably requested by Citizens. Payment shall be due net thirty (30) 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.
- 8.5. Travel-related Expenses. 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.
- 8.6. No Additional Charges. 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.
- 8.7. Taxes. 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.

9. Indemnification and Limitation of Liability.

- 9.1. Indemnification. 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; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of Citizens, its officers, directors, agents, or employees.
- 9.1.1. 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.
- 9.1.2. 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.
- 9.1.3. 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.
- 9.1.4. The provisions of this Section shall survive the termination of this Agreement.
- 9.2. Limitation of Liability. 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 U.S. DOLLARS (\$100,000.00). THESE LIMITATIONS APPLY REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED IN AGREEMENT, EQUITY, TORT, OR OTHERWISE. THESE LIMITATIONS SHALL NOT APPLY TO: (A) ANY OBLIGATION OF INDEMNIFICATION SET FORTH IN THIS AGREEMENT; (B) ANY CLAIM OR DAMAGE CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT; (C) ANY CLAIM OR

DAMAGE TO THE EXTENT COVERED BY AN INSURANCE POLICY REQUIRED IN THIS AGREEMENT; OR, (D) ANY CLAIM OR DAMAGE CAUSED BY 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.

10. Insurance.

- 10.1. Vendor Insurance Requirements. During the term of this Agreement, Vendor will maintain at its sole expense the following insurance coverages:
 - 10.1.1. Workers' Compensation which provides coverage for Vendor's employees and independent contractors' employees, regardless of the state of hire, in at least the minimum statutory limits required by applicable 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;
 - 10.1.2. 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 (inclusive of any amounts provided by an umbrella or excess policy);
- 10.2. Insurance Company Qualifications. Each company issuing policies required under Sections 10.1. must: (a) be licensed to transact business in the State of Florida; and, (b) have an AM Best Financial Strength rating of "A-" or above.
- 10.3. Vendor's Insurance is Primary. The insurance required under Section 10.1. shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Citizens, Citizens' Board Member, or any Citizens' employee.
- 10.4. Citizens to be an Additional Insured. The Commercial General Liability and Auto Liability policies in Section 10. 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.
- 10.5. Waiver of Subrogation. The insurance required under Section 10. will include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 10.6. Coverage for Indemnity Obligations. The Commercial General Liability and Professional Liability coverages will cover claims made under the indemnity provisions of this Agreement.
- 10.7. Notice of Cancellation or Change. 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.
- 10.8. Proof of Coverage. Within thirty (30) calendar days of execution of this Agreement,

and upon renewal or reissuance of coverage thereafter, Vendor must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required in Sections 10.1. The certificates for Commercial General Liability must correctly identify the type of work Vendor is providing to Citizens under this Agreement. The agent signing the certificate must hold an active Insurance General Lines Agent license (issued within the United States). Vendor shall provide copies of its policies upon request by Citizens.

11. Contract Administration.

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

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

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

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

Citizens' Contract Manager
Palicia Francis
Citizens Property Insurance Corporation
301 West Bay Street, Suite 1300
Jacksonville, Florida 32202
904-208-7399
Palicia.Francis@citizensfla.com

Vendor's Contract Manager
Name
Company Name
Address
City, State Zip
Phone
Email

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

12. Agreement Termination; Transition Assistance.

12.1. Termination without Cause. 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.

- 12.2. Termination for Cause. 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 under Section 12.1.

13. Disputes.

- 13.1. 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 (a) 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 (b) 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.
- 13.2. 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.

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

14. Records; Audits; Public Records Laws.

14.1. 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.

14.2. 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.

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

14.3.1. Protection of Vendor's Confidential Information. 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.

14.3.2. Responding to Request for Vendor Confidential Information. 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.

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

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

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA

STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT CITIZENS' RECORDS CUSTODIAN AT (a) (850) 521-8302; OR (b) RECORDSREQUEST@CITIZENSFLA.COM; OR (c) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303.

14.4. Vendor's Failure to Respond to Public Records Request. Vendor must comply with Citizens' request for records, including all documents, papers, letters, emails, or other materials in conjunction with this Agreement, within thirty (30) calendar days of Citizens' request. Vendor's failure to comply with Citizens request may be subject to penalties in accordance with Chapter 119.10, Florida Statutes. Vendor will hold Citizens harmless from any actions resulting from Vendor's non-compliance with Florida's Public Records Laws. Without limiting Citizens' other rights of termination as further described in this Agreement, Citizens may unilaterally terminate this Agreement for refusal by Vendor to comply with this Section unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

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

15. Security and Confidentiality.

15.1. 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.

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 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.
- 16.6. Subcontracting. 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. Severability. 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. Headings. 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. Publicity; Use of Names and Logos. Vendor may use Citizens' name and logo in its marketing materials, website and social media to indicate that it is a participating or contracted vendor for Citizens. However, Vendor may not in any way state, imply or infer that it holds a "preferred," "approved," "awarded," "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/mediareources.cfm>.
- 16.10. Waiver. 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. Entire Agreement. This Agreement, and any exhibits, schedules and attachments hereto, set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous proposals, agreements or understandings with respect to the subject matter hereof. Notwithstanding the foregoing, the representations and warranties in Sections **TBD** of the Vendor's response to the Solicitation are hereby incorporated into this Agreement and reaffirmed by Vendor.
- 16.12. Modification of Terms. 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.
- 16.13. Assignments. 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.
- 16.14. Notice and Approval of Changes in Ownership. Because the award of this Agreement may have been predicated upon Vendor's ownership structure, Vendor agrees that any transfer of a substantial interest in Vendor by any of its owners shall require Citizens' prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of this Agreement, Vendor represents that it has no knowledge of any intent to transfer a substantial interest in Vendor. A substantial interest shall mean at least twenty-five percent (25%) of the voting shares or control over Vendor. This Section shall not apply to: (a) transfers occurring upon the incapacitation or death of an owner; (b) transfers associated with an initial public offering on a major stock exchange; or, (c) transfers to a company whose stock is publicly traded on a major stock exchange.
- 16.15. Assignment of Antitrust Claims. Vendor and Citizens recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the ultimate consumer. Therefore, Vendor hereby assigns to Citizens any and all claims under the antitrust laws of Florida or the United States for overcharges incurred in connection with this Agreement.
- 16.16. Force Majeure. Neither Party shall be responsible for delays in performance if the

cause of the delay was beyond that Party's control (or the control of its employees, subcontractors or agents). To be excused from a delay in delivering a Service, Vendor must notify Citizens in writing of the delay and describe the cause of the delay within five (5) calendar days after the date Vendor knew or should have known that the delay would occur. If the delay is justified, Citizens will give Vendor a reasonable extension of time to perform; provided, however, that Citizens may elect to terminate this Agreement in whole or in part if Citizens determines, in its sole judgment, that such a delay will significantly impair the value of this Agreement to Citizens. THE FOREGOING EXTENSION OF TIME SHALL BE VENDOR'S SOLE REMEDY WITH RESPECT TO FORCE MAJEURE EVENTS. Vendor shall not be entitled to an increase in this Agreement price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays, disruptions, interferences, or hindrances. This Section may not be invoked to excuse or delay Vendor's compliance with its obligations to protect Citizens Confidential Information under this Agreement.

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

[Signature Page Follows]

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

**CITIZENS PROPERTY INSURANCE
CORPORATION**

VENDOR

Signature

Signature

Print Name

Print Name

Title

Title

Date Signed

Date Signed

Signature

Print Name

Title

Date Signed