

**RFP No. 21-0027 for FINANCIAL RESEARCH SERVICES  
ATTACHMENT E – CONTRACT TERMS AND CONDITIONS**

**AMENDMENT TO  
[TITLE OF VENDOR MASTER AGREEMENT  
FOR SOFTWARE AS A SERVICE]**

**Preamble**

This Amendment Number [X] (the “Amendment”) hereby amends the [Title of Vendor Master Agreement for Software as a Service] (the “Agreement”) by and 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.” Unless expressly provided for in this Amendment, in the event of a conflict between the provisions contained in the Agreement and those contained in this Amendment, the provisions contained in this Amendment shall prevail.

**Recitals**

WHEREAS, on December 13, 2021, Citizens issued a Request for Proposal No. 21-0027 for Financial Research Services (the “Solicitation”);

WHEREAS, Vendor has experience and expertise in the business of providing the services contemplated under the Solicitation;

WHEREAS, Vendor’s response to the Solicitation was accepted by Citizens, subject to the terms set forth in the Agreement and this Amendment.

WHEREAS, Vendor develops, markets, and provides such services through a standard software-as-a-service subscription agreement (the Agreement, as referenced in the Preamble);

WHEREAS, Citizens desires to utilize such services identified in the Agreement; and,

WHEREAS, Vendor and Citizens agree to modify the terms and conditions of the Agreement, subject to the terms and conditions of this Amendment.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Vendor and Citizens hereby acknowledge and agree as follows:

**Terms of Amendment**

1. **Definitions.** The following terms shall have the following meanings and their definitions shall apply and prevail over any other definitions for the defined terms.
  - 1.1. “Agreement” means the Agreement, any exhibits, schedules, attachments, addenda, and amendments thereto, including this Amendment.
  - 1.2. “Citizens Confidential Information” means any and all information and

documentation of Citizens that: (a) has been marked “confidential” or with words of similar meaning at the time of disclosure by Citizens; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by Citizens and marked “confidential” or with words of similar meaning; (c) should reasonably be recognized as confidential information of Citizens; (d) is 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.); or, (e) whether marked “Confidential” or not, consists of Citizens’ information and documentation related to any Citizens manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, litigation, claimants or claims, or any business, governmental, and regulatory matters affecting Citizens. “Citizens Confidential Information” does not include any information 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. “Citizens Data” means any and all data of Citizens in an electronic format that: (a) has been provided to Vendor by Citizens; (b) is collected, used, processed, stored, or generated as a result of the Services; or, (c) is private information or personally identifiable information (“PII”) collected, used, processed, stored, or generated as a result of the Services, including, without limitation, any information that identifies an individual, such as an individual’s social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother’s maiden name, email address, credit card information, or an individual’s name in combination with any other of the elements listed herein.
- 1.4. “Deliverables” means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under the Agreement.
- 1.4. “Effective Date” means the date on which the last Party executes this Amendment.
- 1.5. “Documentation” means product specifications, operation manuals, user guides, and other related information and documentation, including any Services descriptions, whether in print or electronic form, provided to Citizens for use with the Services or any component thereof, including all updates, revisions, or additions thereto.
- 1.6. “Electronic Person” means any computer-based system capable of making smart autonomous decisions or otherwise interacting with the software independently.
- 1.7. “Enhancements” means all modifications, patches, updates, upgrades, improvements, new releases, revisions, corrections and versions to the Services, no matter how numbered or named.
- 1.8. “Service Credit,” as further described in Exhibit A, means the amount of liquidated damages due to Citizens in the case that Vendor does not meet the associated Service Level Standard.
- 1.9. “Services” means all services and Deliverables to be provided by Vendor to Citizens under the Agreement, as further set forth in Exhibit A, including certain hosted software and all other services necessary for productive use of such software including user identification and password change management, data import / export, monitoring, technical support, Enhancements, backup and recovery, and change management. If any service or Deliverable is not specifically described in the Agreement but is necessary for the proper performance and

provisioning of the Services, that service or Deliverable shall be included within the definition of the Services to the same extent and in the same manner as if specifically described herein.

- 1.10. "RPA Bot" means robotic process automation ("RPA") tools that perform "if, then, else" statements on structured data, typically using a combination of user interface interactions or by connecting to application program interfaces to drive client computing platforms or processes.
- 1.11. "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 or Citizens Data.
- 1.12. "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 the Agreement and shared with or delivered to Citizens by Vendor or Vendor Staff in the course of performing the Agreement.

## **2. Term and Renewals.**

- 2.1. Term of Agreement. The Agreement shall commence on the Effective Date and, unless terminated as provided for herein, shall continue for two (2) years.
- 2.2. Renewals. The Agreement may be renewed for one (1) year renewal period either: (a) by Citizens, at its discretion upon twenty-one (21) calendar days prior written notice to Vendor; or, (b) by mutual written agreement of the Parties. Renewals shall be subject to the same terms and conditions set forth in the Agreement at the time of renewal, including any amendments signed by the Parties.

## **3. Services.** As further described in Exhibit A, Vendor shall provide the following Services.

- 3.1. Authorized Users; Authorized Uses. Unless otherwise limited in Exhibit A, Vendor grants Citizens a renewable, irrevocable (unless as provided for herein), nonexclusive, royalty-free, and worldwide right for any Citizens' agent, auditor, contractor, Electronic Person, employee, process, policyholder, RPA Bot, system, vendor, or any other individual, entity, system, or process authorized by Citizens, (each, an "Authorized User") to access and use the Services, including as follows:
  - 3.1.1. using the Services for any legitimate business purpose regardless of such use being described or not described in the Documentation so long as Citizens is otherwise compliant with the Agreement;
  - 3.1.2. interacting with the functionality of the Services for storing, processing, and accessing Citizens Data, and otherwise receiving benefit of the Services through such interaction;
  - 3.1.3. using the Services interfaced with any process or system that Citizens now uses or may hereafter use;
  - 3.1.4. using the Services without regard to the method of access, such as through a web browser, mobile application, remote desktop, or similar interface form on any compatible computing device, owned or operated by or on behalf of Citizens or an Authorized User; and,
  - 3.1.5. using and copying the Documentation as necessary to support Citizens' use of the Services including incorporating elements of the

Documentation into any training or reference materials used by Citizens, provided that the copyright notices and other proprietary rights legends of Vendor are included on each copy, or any portion thereof, of the Documentation contained in any such training or reference materials.

- 3.2. Changes in Number of Authorized Users. Citizens agrees to subscribe the initial number of Authorized Users described in Exhibit A (the "Minimum Commitment"). Citizens is entitled to increase or decrease the number of Authorized Users on an as-requested basis; provided, however, that Citizens agrees to maintain the Minimum Commitment unless the Parties otherwise agree to adjust the Minimum Commitment through an amendment to Exhibit A. Unless otherwise provided for in Exhibit A and subject to the Minimum Commitment, if Citizens elects to change the number of Authorized Users, Vendor shall reduce or increase the number of Authorized Users and adjust the Services Fees accordingly no later than five (5) business days from Citizens' written request via a formal amendment. Citizens shall also be entitled without charge to exchange one Authorized User for another as often as necessary for Citizens' business purposes.
- 3.3. Control and Location of Services. The method and means of delivering the Services shall be under the exclusive control, management, and supervision of Vendor, giving due consideration to the requests of Citizens. Except as otherwise specified in Exhibit A, the Services shall be provided solely from within the continental United States and on computing, network, and data storage devices residing therein.
- 3.4. Documentation. Vendor represents that the Services descriptions and the Documentation referenced in Exhibit A accurately and reasonably describe the functionality and features of the Services as of the Effective Date. The Documentation shall at all times be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to the access and use of the Services
- 3.5. Changes in Functionality. Where Vendor materially diminishes functionality in any part of the Services, Citizens shall have the right, in addition to any other rights and remedies available under the Agreement, at law, or in equity, at Citizens' sole election: (a) to immediately terminate the Agreement, in whole or in part; (b) to a return of any prepaid Services Fees associated with the diminished functionality; or, (c) in the case that Vendor has introduced the diminished functionality into other services offered by Vendor, to access and use such other services at no additional charge, with the same rights, obligations, and limitations as for the Services.

#### **4. Services Standards and Service Levels.**

- 4.1. Service Level Standards. In addition to all other requirements in the Agreement, Vendor shall use reasonable and good faith efforts to meet the Service Level Standards set forth in Exhibit A.
- 4.2. Monitoring of Performance. Vendor shall continuously monitor and record its performance to ensure that all of Vendor's responsibilities and obligations hereunder are being fulfilled and met.
- 4.3. Reports. If requested by Citizens, Vendor shall provide reasonable reports to Citizens describing the delivery of the Services as compared to the Service Level Standards.
- 4.4. Failure to Meet Service Level Standards. Time is of the essence in meeting the

Service Level Standards. If Vendor does not meet a Service Level Standard, Vendor shall issue the applicable Service Credit as agreed upon herein. The Service Credit will be issued: (a) on Vendor's next invoice to Citizens for the Services; or, (b) where no amounts remain due to Vendor for the term of the Agreement, Vendor shall issue the Service Credit as a payment to Citizens within thirty (30) calendar days of the determination of the Service Credit. A Service Credit is intended only to cover the diminished or unobtained value of a Service that is delivered to Citizens and the acceptance of a Service Credit by Citizens does not waive Citizens' right to pursue other remedial actions or claims under the Agreement. To the extent the underlying acts or omissions constitute an event of default under any other provisions of the Agreement, Citizens may declare an event of default under that provision. Notwithstanding the issuance of a Service Credit, Vendor will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. In no case shall Citizens be required to notify Vendor that a Service Credit is due as a condition of payment of the same to Citizens.

- 4.5. Termination for Repeated Failures. Citizens shall have, in addition to any other rights and remedies available under the Agreement, at law, or in equity, the right to immediately terminate the Agreement, in whole or in part, and be entitled to a return of any prepaid Services Fees where Vendor fails to meet any Service Level Standard for three (3) months out of any rolling twelve (12) month period.

## **5. Support; Maintenance; Additional Services.**

- 5.1. Technical Support. Vendor shall provide the Technical Support described in Exhibit A. The Services Fees shall be inclusive of the fees for the Technical Support.
- 5.2. Maintenance. Vendor shall provide bug fixes, corrections, and Enhancements to the Services to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services is in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation; (c) the Service Level Standards can be achieved; and, (d) the Services work with the then-current version and the three prior versions of Google Chrome, Microsoft Edge, Microsoft Internet Explorer, and Mozilla Firefox Internet browsers. The Services Fees shall be inclusive of the fees for maintenance.
  - 5.2.1. Required Notice of Maintenance. Vendor shall provide reasonable prior written notice to Citizens of all non-emergency and emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed.
- 5.3. Implementation Services. Vendor shall provide the Implementation Services, if any, described in Exhibit A. The Services Fees for any Implementation Services shall be described in Exhibit A.
- 5.4. Training Services. Vendor shall provide the Training Services, if any, described in Exhibit A. The Services Fees for any Training Services shall be described in Exhibit A.

## **6. Deliverables and Work Product.**

- 6.1. Deliverables and Financial Consequences. Where Exhibit A describes Deliverables to be provided by Vendor, each such Deliverable must be provided by Vendor to Citizens in the time and manner specified in Exhibit A. Failure to do so will entitle Citizens to enforce financial consequences which can include: (a) withholding any payment associated with the Deliverable until such delivery is made; and/or, (b) terminating the Agreement, in whole or in part, for cause subject to the notice and cure provisions set forth in Subsection 12.5.
- 6.2. Title to Work Product. With the exception of the Pre-Existing Materials described in Subsection 6.3. of this Amendment, 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 Subsection shall survive the termination of the Agreement or any terminated part thereof.
- 6.3. Pre-Existing Materials.
- 6.3.1. Citizens acknowledges that, in the course of delivering 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 or has embedded Pre-Existing Materials in the Work Product or Services, 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 vendor of Citizens. This Subsection does not apply to standard office software (for example, Microsoft Office).

6.3.4. If and to the extent any Pre-Existing Materials of third parties are embedded or incorporated in the Services, Vendor agrees that: (a) any license of the Pre-Existing Materials between Vendor and any third parties shall not impose any additional restrictions on Citizens' use of the Services; (b) any license of the Pre-Existing Materials between Vendor and any third parties shall not negate or amend the rights granted by Vendor to Citizens or the obligations undertaken by Vendor under the Agreement with respect to the Services; (c) it shall pass through to Citizens all warranties and indemnities provided by any third-party for the Pre-Existing Materials and will reasonably cooperate with Citizens in enforcing them; (d) the Pre-Existing Materials shall be subject to all warranties, indemnities, and other requirements of the Agreement; (e) it warrants that the Pre-Existing Materials are in compliance with any associated open-source licenses and that Citizens shall not be required to disclose any Citizens source code for any use of the Services permitted under the Agreement; and, (f) any open-source license terms for the Pre-Existing Materials incorporated as a part of the Agreement shall take precedence over the Agreement to the extent that the Agreement imposes greater restrictions on Citizens than the applicable open-source license terms.

6.4. The provisions of this Section shall survive the termination of the Agreement or any terminated part thereof.

## **7. Changes.**

7.1. Change Process. 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 the 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 delivering 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. Modifications. 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 the Agreement provided that some Changes may be effected through the Change process described in Subsection 7.1. of this Amendment. 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 the Agreement.

## **8. Compensation.**

8.1. Maximum Compensation and Budget Requirement. Citizens' obligation to pay

Vendor for all Services accepted and reimbursable expenses under the Agreement: (a) shall not exceed a total dollar amount of [DOLLAR AMOUNT]; and, (b) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis.

- 8.2. Services Fees and Compensation Schedule. Vendor will be paid for the Services in accordance with the Services Fees and Compensation Schedule described in Exhibit A and, as applicable, Section 8. of this Amendment.
- 8.3. Payments Upon Termination. Upon the termination of the Agreement, in whole or in part, Citizens shall pay to Vendor all undisputed amounts due and payable hereunder, if any, and Vendor shall pay to Citizens all amounts due and payable hereunder, such as a Service Credit or prepaid Services Fees, if any.
- 8.4. Invoices. All compensation requests for the Services or travel-related expenses, where permitted, must be in accordance with this Subsection and submitted to the attention of Citizens' Accounts Payable department at [AccountsPayable@citizensfla.com](mailto:AccountsPayable@citizensfla.com) or Post Office Box 10749, Tallahassee, Florida 32302-2749 with a copy to Citizens' Contract Manager or designee as identified in Subsection 14.2. of this Amendment. Such compensation requests, in the form of an invoice, must: (a) be timely submitted to Citizens to be eligible for payment; (b) be in accordance with the Compensation Schedule described in Exhibit A; (c) be legible; (d) be in sufficient detail for a pre- or post-audit; (e) be page-numbered, (f) be in US dollars; (g) be signed by Vendor's Contract Manager or other authorized representative of Vendor; and, (h) include, at a minimum, the following: (1) unique invoice number; (2) invoice date; (3) as applicable, Citizens purchase order number, Agreement number, and/or task order number; (4) Vendor's name, address, and phone number (and remittance address, if different); (5) Vendor's Federal Employment Identification Number; (6) Citizens' Contract Manager's name; (7) Services period; (8) itemized Services for which compensation is being sought; and, (9) taxes listed separately, if applicable (see Subsection 8.9. of this Amendment).
- 8.5. Payment Processing. Citizens may require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under the 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 Subsection 18.1. of this Amendment. 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.
- 8.6. Travel-related Expenses. Where Exhibit A includes the necessity for Vendor Staff



travel, Vendor agrees to comply with Citizens' then-current Vendor Travel Reimbursement Guidelines, a copy of which can be found on Citizens' website: <https://www.citizensfla.com/b2b>. 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.

- 8.7. No Additional Charges. Except for the compensation described in the Compensation Schedule and travel-related expenses, where 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.
- 8.8. Offsets and Credits. 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.
- 8.9. 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 the 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. Records; Audits; Public Records Laws**

- 9.1. Record Retention. Vendor shall retain all records relating to the Agreement for the longer of: (a) five (5) years after the expiration or termination of the Agreement; or, (b) the period specified by Citizens as necessary to comply with Florida law.
- 9.2. Right to Audit and Inquire. Citizens shall have reasonable access to Vendor's facilities and has the right to review and audit any of Vendor's records relating solely to the Agreement, upon written notice to Vendor of at least three (3) business days. Vendor also agrees to reasonably cooperate with any independent inquiries made by Citizens' Office of Internal Audit and Office of the Inspector General. Vendor shall cooperate with the requestor and provide requested documentation in a timely manner (preferably within five (5) business days). Vendor must resolve any deficiencies discovered during an 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 audits to assess Vendor's corrective action(s). Any entity performing auditing services on behalf of Citizens pursuant to this Subsection shall execute a non-disclosure agreement with regard to Vendor's proprietary information, unless precluded from doing so by law. Vendor shall not unreasonably delay or inhibit Citizens' right to audit as set forth in this Subsection. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor's compliance with the Agreement

which result in termination for cause or in regulatory or criminal penalties in connection with performance of the Agreement. Such costs shall include, but shall not be limited to: salaries of auditors or investigators, including overtime; travel and lodging expenses; expert witness fees; and, documentary fees.

- 9.3. 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 the Agreement may be subject to disclosure to third parties.
- 9.3.1. 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 ("Vendor's Confidential Information"), Vendor should clearly label and mark each page or section containing such information as "Confidential", "Trade Secret" or other similar designation.
- 9.3.2. Responding to Request for Vendor's 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. 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 the Agreement shall create an obligation or duty for Citizens to defend or justify Vendor's position. Vendor also agrees to reimburse Citizens for any attorneys' fees, costs, and expenses incurred by Citizens or awarded against Citizens in any legal proceeding in which the issue is a third-party's challenge to Vendor's assertion of an exemption under Florida's Public Records Laws.
- 9.3.3. Vendor's Duty to Forward Records Requests to Citizens. If Vendor receives a PRR that is in any way related to the 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](mailto:Recordsrequest@citizensfla.com). Citizens shall be 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 THE AGREEMENT, PLEASE CONTACT CITIZENS' RECORDS CUSTODIAN AT (a) (850) 521-8302; (b) [RECORDSREQUEST@CITIZENSFLA.COM](mailto:RECORDSREQUEST@CITIZENSFLA.COM); OR, (c) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303.

- 9.4. Remedies. 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 the Agreement, Citizens may unilaterally terminate the Agreement, in whole or in part, 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.
- 9.5. The provisions of this Section shall survive the termination of the Agreement or any terminated part thereof.

## **10. Indemnification and Limitation of Liability.**

- 10.1. General Indemnification by Vendor. Vendor shall be fully liable for the actions of Vendor and Vendor Staff and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, employees, and policyholders (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) a security breach that results in the compromise or loss of Citizens Data; (d) Vendor's failure to timely forward a public records request to Citizens for handling; or, (e) a breach of any obligation or representation made by Vendor under the Agreement.
- 10.2. Proprietary Rights Indemnification by Vendor. Vendor agrees to indemnify, defend, and hold harmless Indemnitees from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to the Services infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that any portion of the Services is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right, or in the event that Vendor is enjoined from providing any portion of the Services due to such an allegation and the injunction is not dissolved within thirty (30) calendar days, then Vendor shall, at its own

expense: (a) obtain for Citizens the right to continue using such Services; or, (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by Citizens with no material adverse impact to Citizens. In the event that Vendor is unable to do or determines in its reasonable judgment that it is commercially unreasonable to do either of the aforementioned, Vendor shall: (a) reimburse to Citizens any prepaid Services Fees; (b) immediately provide Transition Services upon Citizens' request; and, (c) if the judgment or enjoinder occurs within the first twenty-four (24) months of the Effective Date, pay to Citizens, as liquidated damages and not as a penalty, a pro rata amount of fees paid by Citizens for any professional Services, such as Implementation Services and Training Services, based on the date of such judgment or enjoinder. For the avoidance of doubt and as an example, if a judgment or enjoinder occurs within the ninth (9<sup>th</sup>) month following the Effective Date, Vendor will pay to Citizens an amount equating to fifteen / twenty-fourths (15/24<sup>ths</sup>) (based on the 24-month limitation less 9-months of Services term equals 15-months of Services unavailability) of fees paid by Citizens for any professional Services, such as Implementation Services and Training Services.

10.3. Proprietary Rights Indemnification by Citizens. Citizens agrees to indemnify, defend, and hold harmless Vendor, and its officers, agents, and employees, from and against any Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Vendor, and its officers, agents, and employees, by reason of any Claim arising out of or relating to: (a) the use of Citizens Data by Vendor having infringed or misappropriated any United States or foreign patent, copyright, trade secret, trademark, or other proprietary rights; (b) infringement or misappropriation of any United States or foreign patent, copyright, trade secret, trademark, or other proprietary rights due to Citizens' unauthorized modification or unauthorized use of a combination of the Services with other services, software, or equipment not documented, recommended, required, or furnished by Vendor in order to use the Services; provided, however, that such Citizens' modification or combination of use is the sole cause of such infringement; or, (c) Citizens' use of the Services in violation of law that has harmed a third-party.

10.4. Indemnification Procedures.

10.4.1. A Party's obligations of indemnification with respect to any Claim are contingent upon the Party seeking indemnification (or other Indemnatee) providing the indemnifying Party: (a) written notice of the Claim; (b) the opportunity to settle or defend against the Claim at the sole expense of the indemnifying Party; and, (c) reasonable assistance in defending against or settling the Claim at the sole expense of the indemnifying Party. Except as otherwise provided for in this Subsection, the indemnifying Party shall not be liable for any cost, expense, or compromise incurred or made by the Party seeking indemnification (or other Indemnatee) in any legal action without the indemnifying Party's prior written consent, which shall not be unreasonably withheld. The indemnifying Party shall have sole control of the defense and of all negotiations for settlement of a Claim and the Party seeking indemnification shall not independently defend or respond to a Claim; provided, however, that: (a) the Party seeking indemnification shall have the right, at its own expense, to monitor the indemnifying Party's defense of a Claim; and, (b) the Party seeking indemnification may defend or respond to a Claim, at the indemnifying Party's expense, if the Party

seeking indemnification reasonably determines that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee.

- 10.4.2. Notwithstanding anything in the Agreement to the contrary, a Party shall not indemnify for that portion of a Claim proximately caused by: (a) a negligent act or omission of the Party seeking indemnification (or other Indemnitee); (b) Citizens' unauthorized use or modification of the Services; or, (c) Vendor's unauthorized use of Citizens Data (in the case of Vendor seeking indemnification).
- 10.4.3. The obligations in this Section are separate and apart from, and in no way limit a Party' rights under any insurance, including insurance provided pursuant to the Agreement or otherwise.
- 10.4.4. The provisions of this Section shall survive the termination of the Agreement or any terminated part thereof.

10.5. Limitation of Liability.

- 10.5.1. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECULATIVE OR REMOTE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THE AGREEMENT.
- 10.5.2. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT IN EXCESS OF TWICE THE AMOUNT OF SERVICES FEES PAID OR PAYABLE UNDER THE AGREEMENT. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED IN CONTRACT, EQUITY, TORT, OR OTHERWISE. THIS LIMITATION SHALL NOT APPLY TO: (A) ANY OBLIGATION OF INDEMNIFICATION SET FORTH IN THE 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 THE AGREEMENT; OR, (D) ANY CLAIM OR DAMAGE CAUSED BY VENDOR'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, INFORMATION SECURITY, OR DATA PRIVACY SET FORTH IN THE AGREEMENT.
- 10.5.3. NOTHING IN THE AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE LIMIT ON CITIZENS' LIABILITY FOR TORT CLAIMS UNDER SECTION 768.28, FLORIDA STATUTES.
- 10.5.4. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT OR ANY TERMINATED PART THEREOF.

**11. Insurance.**

- 11.1. Vendor Insurance Requirements. During the term of the Agreement, Vendor will maintain at its sole expense the following insurance, purchased from an insurer licensed to transact business in the State of Florida:

- 11.1.1. Commercial General Liability Insurance. 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;
- 11.1.2. Information Security/Cyber Liability Insurance. Information Security/Cyber Liability insurance written on a “claims-made” basis covering Vendor and Vendor Staff for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all Services, including, without limitation, claims, other demands and any payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy. The Information Security/Cyber Liability Insurance must include internet media liability including cloud computing and mobile devices for protection of confidential information and customer data whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use, including regulatory action expenses, and notification and credit monitoring expenses with at least the minimum limits listed below. Coverage must be renewed for two (2) years after completion of the Services.
  - 11.1.2.1. Each occurrence - \$1,000,000
  - 11.1.2.2. Network Security/Privacy Liability - \$1,000,000
  - 11.1.2.3. Breach Response/ Notification Sublimit - a minimum limit of fifty percent (50%) of the policy aggregate
  - 11.1.2.4. Technology Products E&O - \$1,000,000
- 11.2. Insurance Company Qualifications. Each company issuing policies required under Subsection 11.1. of this Amendment 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.
- 11.3. Defense Costs. The limits of indemnity coverage required under Subsection 11.1. of this Amendment shall not include costs incurred in defending against a claim and shall not be reduced by the payment of such costs; provided, however, that with respect to professional liability coverage as set forth in Subsection 11.1. of this Amendment, Vendor may alternatively maintain coverage with minimum limits of \$2 million per claim and \$4 million in the aggregate.
- 11.4. Loss History. Vendor shall provide, or Vendor shall request its insurer to provide, upon request by Citizens, a list of claims paid (with amounts) in the three years prior to the date of Citizens’ request, together with a list of any outstanding claims with current reserves.
- 11.5. Vendor’s Insurance is Primary. The insurance required under Subsection 11.1. of this Amendment 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.
- 11.6. Citizens to be an Additional Insured. The Commercial General policy in Subsection 11.1. of this Amendment 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.

- 11.7. Waiver of Subrogation. The insurance required under Subsection 11.1. of this Amendment shall include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 11.8. Coverage for Indemnity Obligations. The Commercial General Liability coverage shall cover claims made under the indemnity provisions of the Agreement.
- 11.9. Notice of Cancellation or Change. To the extent practicable, the Commercial General Liability policy shall require thirty (30) calendar days prior written notice to Citizens of cancellation, non-renewal or change in any coverage, except for ten (10) calendar days prior written notice for non-payment of premium.
- 11.10. Proof of Coverage. Within thirty (30) calendar days of the Effective Date, 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 Subsection 11.1. of this Amendment. The certificates for Commercial General Liability insurance certificate must correctly identify the type of work Vendor is providing to Citizens under the 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.

## **12. Termination.**

- 12.1. Termination Without Cause. Without limiting Citizens' rights to terminate the Agreement, in whole or in part, as provided for in the Agreement, upon thirty (30) calendar days advance written notice, Citizens may terminate the 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 the 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 the Agreement in part, Vendor shall continue to provide Services on any part of the Agreement not terminated. Vendor shall be entitled to payment for Services satisfactorily performed and accepted by Citizens through the Termination Date but shall not be entitled to charge for or recover any "wind-down" costs, 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.
- 12.2. Termination for Cause. Without limiting Citizens' rights to terminate the Agreement, in whole or in part, as provided for in the Agreement, either Party may terminate the Agreement, in whole or in part, if the other Party fails to honor its material obligations under the Agreement. Except as otherwise provided for in the Agreement for other rights of termination for specified cases, before terminating the Agreement, in whole or in part, the Party that believes the other Party is failing to perform the Agreement shall notify the breaching Party, in writing, of the nature of the breach and provide a reasonable time certain to cure the breach. The cure period will generally be ten (10) calendar days from receipt of the notice, provided that a cure period is not required if a cure is not feasible as determined by the non-breaching Party or if the breaching Party has already been notified of the breach and given at least ten (10) calendar days to correct it. If the breaching Party does not cure the breach within the time provided by the non-breaching Party, and its breach is not legally excusable, the non-breaching Party may thereafter notify the

breaching Party, in writing, that it considers the breaching Party in default and may terminate the Agreement, in whole or in part, and pursue any other rights and remedies available at law or in equity. Instead of terminating the Agreement in whole, Citizens may elect to terminate the Agreement in part, in which case Vendor shall continue to provide Services on any part 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 Subsection 12.1. of this Amendment.

- 12.3. Scrutinized Companies; Termination by Citizens. In addition to the other termination rights of Citizens as provided for in the Agreement, Citizens may, at its sole election, terminate the Agreement if Vendor: (a) is found to have submitted a false certification as provided under Section 287.135(5), F.S.; (b) has been placed on the “Scrutinized Companies with Activities in Sudan List;” (c) has been placed on the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;” (d) has been placed on the “Scrutinized Companies that Boycott Israel List;” (e) has been engaged in business operations in Cuba or Syria; or, (f) is engaged in a boycott of Israel.

### **13. Disputes.**

- 13.1. Dispute Resolution Process. Each Party will make a good faith effort to resolve any disputes relating to the 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 Subsection shall not apply if: (a) a Party considers the immediate commencement of a legal action for an injunction necessary to protect its interests (for example, to protect against the improper use or disclosure of its confidential information or, in the case of Citizens, Citizens Data); or, (b) the dispute is subject to another provision in the 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. The 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 the 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 the Agreement or any terminated part thereof.

### **14. Contract Administration.**

- 14.1. Contract Administrator. Citizens shall name a Contract Administrator during the term of the Agreement whose responsibility shall be to maintain the Agreement. Except for written notices not otherwise specifically required to be delivered to the Citizens’ Contract Manager or designee (such as those relating to background checks, invoicing, data security requirements and subcontractors), all written notices shall be delivered 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 and Purchasing  
301 West Bay Street, Suite 1300  
Jacksonville, Florida 32202  
904-407-0225  
[Lori.Newman@citizensfla.com](mailto:Lori.Newman@citizensfla.com)

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

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

Citizens' Contract Manager  
Jonathan Norfleet, Investment Consultant  
Citizens Property Insurance Corporation  
2101 Maryland Circle  
Tallahassee, Florida 32303  
850-590-7837  
[jonathan.norfleet@citizensfla.com](mailto:jonathan.norfleet@citizensfla.com)

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

Each Party shall provide prompt written notice to the other Party of any changes to their Contract Manager and such changes shall not be deemed Agreement amendments.

- 14.3. Continuing Oversight Team. If a Continuing Oversight Team ("COST") is established in accordance with s. 287.057(26), F.S., Vendor's Contract Manager will attend the initial meeting of the COST (in person or remotely) and will respond to any written questions from the COST within ten (10) business days.

## 15. Miscellaneous.

- 15.1. 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.
- 15.2. 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.

- 15.3. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
- 15.4. 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.
- 15.5. Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under the Agreement. This includes: (a) registration and annual renewal of authority to transact business in the State of Florida (via [www.sunbiz.org](http://www.sunbiz.org)) or Vendor's written attestation that such authorization is not required; and, (b) maintaining all other necessary permits or licenses from federal, state, and local regulatory/licensing authorities.
- 15.6. Compliance with Information Accessibility Standards. To the extent the Services include providing Citizens or any third-party with access to website content, Vendor shall: (a) comply with the then current version of the Web Content Accessibility Guidelines; (b) comply with any additional accessibility standards legally required on or after the Effective Date; and, (c) be able to produce a Voluntary Product Accessibility Template for review by Citizens on an as-requested basis. If at any time Vendor is not in compliance with the accessibility standards required hereunder, Vendor shall make commercially reasonable efforts to correct the underlying deficiency and the indemnity provisions of the Agreement shall apply.
- 15.7. Severability. If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 15.8. 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 shall have 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 corrective action, up to and including contract termination. Vendor may only use the approved Citizens logo, which may be obtained by sending a request via email to: [newsroom@citizensfla.com](mailto:newsroom@citizensfla.com).
- 15.9. Waiver. The delay or failure by a Party to exercise or enforce any of its rights under the Agreement shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 15.10. Modification of Terms. Except as otherwise provided for herein, the Agreement

may only be modified or amended upon a mutual written contract amendment signed by Citizens and Vendor or as otherwise permitted by the Agreement. Vendor may not unilaterally modify the terms of the Agreement in any manner such as by affixing additional terms to any Deliverable (for example, 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 the Agreement. Citizens’ acceptance of any Service or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions or any conflicting terms and conditions.

- 15.11. Force Majeure. Neither Party shall be responsible for delays or disruptions in performance of the Agreement if the cause of the delay or disruption was beyond a Party’s reasonable control (or the reasonable control of its employees, subcontractors, or agents) to the extent not occasioned by the fault or negligence of the delayed or disrupted Party. Because of the nature of Citizens’ business, Citizens requires that Vendor take every reasonable measure to avoid or minimize any delay or disruption under this Subsection, including the timely activation of Vendor’s business continuity / disaster recovery plan. The Parties agree that the following shall not constitute force majeure events or constitute an event to be considered beyond a Party’s reasonable control, and, in the case of Vendor, the occurrence of any such events shall be included in the calculation of applicable Service Level Standards: (a) Vendor labor matters, such as strikes or availability of subcontractors; (b) errors or omissions introduced by Vendor, or permitted by Vendor to be introduced, into the Services, such as configuration changes, malware, or ransomware, that result in a Services outage or inability for Citizens to use the Services or access Citizens data; (c) any disruption or cessation of Services where common or standard technology management plans or practices, such as fault tolerance and redundancy, would have prevented, materially mitigated, or negated the delay or disruption; and, (d) any event where, given the same or similar circumstances under the same or similar obligations as the provisions of the Agreement, a reasonable business person would have put into place plans or practices to prevent, materially mitigate, or negate the delay or disruption. Further, this Subsection may not be invoked to excuse or delay Vendor’s compliance with its obligations to protect Citizens Confidential Information or Citizens Data. To be excused from any delays or disruptions hereunder, Vendor must promptly notify Citizens in writing of the delay or disruption, the reason for the delay or disruption, the anticipated period of the delay or disruption, and plans to minimize the delay or disruption and to resume normal operations. If the delay or disruption is justified, as solely determined by Citizen, Citizens will give Vendor a reasonable extension of time to perform; provided, however, that Citizens may elect to terminate the Agreement, in whole or in part, if Citizens determines, in its sole judgment, that such a delay or disruption will significantly impair the value of the Agreement to Citizens. Such termination by Citizens shall be in addition to any other rights and remedies of Citizens under the Agreement and available at law or in equity. THE FOREGOING EXTENSION OF TIME SHALL BE VENDOR’S SOLE REMEDY WITH RESPECT TO FORCE MAJEURE EVENTS. Vendor shall not be entitled to any increase in price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays or disruptions. If a force majeure event results in a partial reduction in Vendor’s capacity to serve its clients, Vendor agrees

that Citizens will receive the same or better priority as Vendor's other clients with respect to the allocation of Vendor's resources.

- 15.12. Execution in Counterparts. The 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.
- 15.13. Public Records Addendum ("Addendum"). Vendor agrees that the Addendum attached hereto is hereby incorporated into the Agreement in order to address the public posting of the Agreement and its disclosure to third parties.

Executed on the dates set forth below by the undersigned authorized representatives of the Parties to be effective as of the date of the Effective Date.

**CITIZENS PROPERTY INSURANCE**

**[VENDOR]**

**CORPORATION**

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Signature

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Signature

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Print Name

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Print Name

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Title

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Title

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Date Signed

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Date Signed

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Signature

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Print Name

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Title

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Date Signed

## **EXHIBIT A – SERVICES DESCRIPTION**

This Exhibit A – Services Description shall be incorporated in and governed by the terms of that certain Master Agreement for Software as a Service by and between **CITIZENS PROPERTY INSURANCE CORPORATION** (“Citizens”) and **[VENDOR NAME]** (“Vendor”) (the “Agreement”).

Services Description. **TBD.**

Start Date and End Date. **TBD.**

Authorized Users. **TBD.**

Services Fees and Compensation Schedule. **TBD.**

Training Services. **TBD.**

Service Levels and Service Credits.

- A. Service Availability. This service level represents the availability of a service, less any permitter downtime.
1. Definitions:
    - a) “Actual Uptime” shall mean the total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.
    - b) “Maintenance Window” shall mean the total minutes in the reporting month represented by the following day(s) and time(s) during which Service Provider shall maintain the Services: Saturdays and Sundays, from 11pm EST to 5am EST.
    - c) “Scheduled Downtime” shall mean the total minutes in the reporting month represented by the Maintenance Window.
    - d) “Scheduled Uptime” shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.
  2. Service level standard: Services will be available to Authorized Users for normal use 100% of the Scheduled Uptime.
  3. Calculation:  $(\text{Actual Uptime} / \text{Scheduled Uptime}) * 100 = \text{Percentage Uptime}$  (as calculated by rounding to the second decimal point).
  4. Service credit.
    - a) Where Percentage Uptime is equal to or greater than 99.99%, no Service Credit will be due to Subscriber.
    - b) Where Percentage Uptime is equal to or less than 99.98%, Subscriber shall be due a Service Credit in the amount of 10% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Uptime.
  5. Sample calculation:
    - a) Assuming reporting month is February 2012 (41,760 minutes).
    - b) Assuming a Maintenance Window of Sundays from Midnight to 4:00 a.m. Eastern Standard Time (equals Scheduled Downtime of 960 minutes).
    - c) Scheduled Uptime equals 40,800 minutes (total minutes of 41,760 in February 2012 less 960 minutes of Scheduled Downtime).
    - d) Assuming Actual Uptime of 40,000 minutes, Percentage Uptime is calculated as follows:  $(40,000 / 40,800) * 100 = 98.04\%$ .
    - e) The threshold of 99.99% less the Percentage Uptime of 98.04% = 1.95%.
    - f) The difference is greater than a 1% reduction in Percentage Uptime but is less than a 2% reduction in Percentage Uptime; therefore, Subscriber is due 10% of the Services Fees as a Service Credit.

- B. Technical Support Problem Response: This service level measures the response time as outlined in the table below of a vendor that is providing some sort of support, such as help desk or “how to” support. While response time is important, “repair,” “resolution,” or “fix” time is more important. This service level only measures response time.

Severity	Description	Response Time
1	Multiple customers impacted; critical problems that stop customer from functioning or doing any productive work	10 minutes
2	One customer impacted; major problem with severe impact on customer’s business, but does not stop it from functioning	4 hours
3	Minor problem that does not seriously affect service or customer’s business (e.g., installation questions)	24 hours
4	No problem; customer’s business is not impacted; incident may be a request for information	2 weeks
Follow Up	For Severity Level 1 and 2; written email communication updates until estimated resolution time is communication	1 hour

1. Definitions.
  - a) “Total problems” shall mean the total number of problems occurring in the reporting month.
2. Service level standard. Problems shall be confirmed as received by vendor 100% of the time each reporting month, in accordance with the request response time associated with the problem severity level.
3. Calculation.  $((\text{total problems} - \text{total problems failing standard}) / \text{total problems}) * 100 = \text{percentage problem response}$  (as calculated by rounding to the second decimal point). Note: this calculation must be completed for each problem severity level.
4. Service Credit.
  - a) Problem severity level 1 – 2.
    - (1) Where percentage problem response is greater than 99.00%, no service credit will be due to Citizens.
    - (2) Where percentage problem response is equal to or less than 99.00%, Citizens shall be due a service credit in the amount of 1% of the services fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in percentage problem response.
  - b) Problem severity level 3 – 4.
    - (1) Where percentage problem response is greater than 90.00%, no service credit will be due to Citizens.
    - (1) Where percentage problem response is equal to or less than 90.00%, Citizens shall be due a service credit in the amount of .5% of the services fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in percentage problem response.
5. Example calculation (using problem severity level 1 – 2).
  - a) Total problems during the reporting month equal 68.
  - b) Total problems failing the standard of 100% equal 3.
  - c) Percentage problem response is calculated as follows:  $((68 - 3) / 68) * 100 = 95.59\%$
  - d) The threshold of 99.01% less the percentage problem response of 95.59% = 3.42%. The difference is greater than a 3% reduction but is less than a 4% reduction; therefore, Citizens is due 3% of the services fees as a service credit.

- C. Technical Support Problem Resolution: This service level is similar to the technical support problem response service level described above, except that this service level measures the important element of resolution time (versus response time). This service level measures the

resolution time of the table below of a vendor that is providing some sort of support, such as help desk or “how to” support.

Severity	Description	Response Time
1	Multiple customers impacted; critical problems that stop customer from functioning or doing any productive work	2 hours
2	One customer impacted; major problem with severe impact on customer’s business, but does not stop it from functioning	4 hours
3	Minor problem that does not seriously affect service or customer’s business (e.g., installation questions)	24 hours
4	No problem; customer’s business is not impacted; incident may be a request for information	48 hours
Follow Up	For Severity Level 1 and 2; written email communication updates until resolved	Every 1 hour

1. Definition.
  - a) “Total problems” shall mean the total number of problems occurring in the reporting month.
2. Service level standard. Problems shall be resolved by vendor 100% of the time each reporting month, in accordance with the request resolution time associated with the problem severity level.
3. Calculation.  $((\text{total problems} - \text{total problems failing standard}) / \text{total problems}) * 100 = \text{percentage problem resolution}$  (as calculated by rounding to the second decimal point). Note: this calculation must be completed for each problem severity level.
4. Service credit.
  - a) Problem severity level 1 – 2.
    - (1) Where percentage problem resolution is greater than 99.00%, no performance credit will be due to Citizens.
    - (2) Where percentage problem resolution is equal to or less than 99.00%, Citizens shall be due a performance credit in the amount of 5% of the services fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in percentage problem resolution.
  - b) Problem severity level 3 – 4.
    - (1) Where percentage problem resolution is greater than 90.00%, no performance credit will be due to Citizens.
    - (2) Where percentage problem resolution is equal to or less than 90.00%, Citizens shall be due a performance credit in the amount of 1% of the services fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in percentage problem resolution.
5. Example calculation (using problem severity level 3 – 4).
  - a) Total problems during the reporting month equal 17.
  - b) Total problems failing the standard of 100% equal 2.
  - c) Percentage problem resolution is calculated as follows:  $((17 - 2) / 17) * 100 = 88.24\%$  d. The threshold of 90.01% less the percentage problem resolution of 88.24% = 1.77%. The difference is greater than a 1% reduction but is less than a 2% reduction; therefore, citizens is due 1% of the services fees as a performance credit.



**ADDENDUM 1  
PUBLIC RECORDS ADDENDUM (“ADDENDUM”)**

Company Name (“Vendor”):
Agreement Name/Number (“Agreement”):
Primary Vendor Contact Name:
Telephone:
Email:

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](http://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](mailto: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 of the two declarations below, or if Vendor fails to provide the Redacted Agreement and Redaction Justification within thirty (30) 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.

<u>Vendor Declaration:</u>
<input type="checkbox"/> Vendor <b>WILL NOT SUBMIT</b> 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.
<b>Or</b>
<input type="checkbox"/> Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor <b>WILL SUBMIT</b> a Redacted Agreement and a Redaction Justification within thirty (30) 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.