



MASTER AGREEMENT
March 2014 Edition

Agreement made this 21st day of September, 2017 between Insurance Services Office, Inc., located at 545 Washington Boulevard, Jersey City, New Jersey 07310-1686, on behalf of itself, its subsidiaries and affiliates ("ISO®") and City Of Clearwater located at 100 S. Myrtle Ave. Clearwater, FL 33758 ("Licensee").

In consideration of the mutual covenants contained herein for good and valuable consideration by both parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **LICENSE:** Subject to and conditioned upon Licensee's continued compliance with all the terms and conditions of this Agreement, ISO grants to Licensee a non-exclusive, non-transferable license to use the data, products, information, services, ISO-supplied software and associated documentation ("Products") set forth in the Product Supplement(s) attached hereto and incorporated herein by reference, solely within the states, jurisdictions or territories of the United States of America, subject to the terms and conditions contained herein. "Agreement" shall mean this agreement, its Annexes, Exhibits and all Product Supplement(s) executed by Licensee. ISO will provide to Licensee, for sole use by Licensee, the Products described in a Product Supplement(s) provided the Licensee executes all necessary Product Supplements, and abides by the terms of this Agreement. Licensee shall use the Products solely to provide services to insurance companies that are licensed by ISO to receive and use the ISO Products for the state(s) and lines(s) of insurance or subdivision(s) thereof pertaining to the Products. Licensee shall provide ISO with a list of the insurance companies to which it intends to provide services using the Products and must confirm with ISO that each such insurer is currently licensed by ISO to use the Product(s) prior to Licensee providing the services. Except as may be permitted under a Product Supplement(s), Licensee agrees to restrict access to all Products and the information or data therein to those employees of Licensee who have a need to use them solely in connection with the provision of the services noted above ("authorized employees"). Neither Licensee, its authorized employees, any other authorized user of the Products, nor anyone acting by or through Licensee shall sell, copy, transfer, distribute, publish, disclose, display or otherwise make the Products available, in whole or in part, or any of the information or data therein, to any other person or entity, without the express prior written consent of ISO. Licensee will be responsible for any unauthorized disclosure or use by its directors, employees, advisers and contractors of the Products or services licensed.

- a. For the sole purpose of verifying Licensee's compliance with this Agreement, ISO may require, on at least ten (10) days prior notice, an examination and copying of Licensee's books of account, information, operations, records, documents and other materials under the control of the Licensee, and other related entities, which contain records of Licensee's use of the Products in accordance with this Agreement. All such documents shall be kept available by Licensee for at least three (3) years after the period to which they relate. ISO may exercise this right once in any twelve (12) month period. The audit will be conducted by ISO or its authorized representatives and at ISO's expense.
- b. Licensee understands and acknowledges that various laws require ISO to safeguard information which insurers, customers and other third parties entrust into ISO's care. ISO maintains strict privacy and security policies to ensure that access to and use of said information is limited to authorized users and permitted purposes. In accordance with these policies, ISO is required to verify that entities receiving Products are, in fact, approved and authorized to receive the specific Product, content or service in question. Therefore, ISO requires and Licensee agrees to (i) fully cooperate with ISO in connection with any pre-service review of Licensee prior to permitting Licensee to access or obtain information from ISO under this Agreement; and (ii) fully cooperate with ISO's continued monitoring of Licensee including the recertification of Licensee's credentials and usage patterns on a periodic basis to assure continued compliance with this Agreement and ISO's privacy and security policies. Pre-service review may include but not be limited to a verification of Licensee's type of business; confirmation that the stated permissible purpose for obtaining Products is compatible with the type of business conducted by Licensee; conducting a physical inspection of Licensee's premises to assure that it is a legitimate business facility, including the confirmation that advertisements and posted signs are compatible with Licensee's purported business and purposes; verifying the financial status of Licensee; and verifying Licensee's business references, business phone and address records and web pages through the use of recognized third parties.

In the event Licensee fails to satisfy any of the conditions specified above, ISO may immediately cease providing Products to Licensee and may terminate access to the Products and thereafter notify Licensee of same.

2. **TERM AND TERMINATION:** This Agreement is effective on the date noted above and shall remain in force until terminated.

- a. This Agreement or any Product Supplement may be terminated by ISO:
 - i. if Licensee materially violates any term or condition of this Agreement and fails to cure said violation within thirty (30) days following receipt of notice thereof from ISO. In such event, ISO may cease providing the

Product(s) to Licensee. Upon Licensee curing its default hereunder to ISO's satisfaction, ISO may reinstitute the provision of and access to Products at the earliest reasonable opportunity; or

- ii. if Licensee defaults in the payment of any fee(s) or charge(s) due upon ten (10) days prior notice.
 - iii. if ISO makes a business decision to discontinue any Product(s), and/or the maintenance and support of any Product(s) licensed hereunder, provided, however, that ISO shall provide Licensee with at least ninety (90) days notice of any such discontinuance; or
 - iv. immediately, if Licensee (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law; or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or
 - v. immediately, without prior notification, terminate Licensee's access to the Product or the information contained in the Product if ISO is no longer authorized by a third party provider to deliver the Product or the information contained therein, or if directed by a third party provider; or.
 - vi. Licensee undergoes a "change of control", defined as (i) the purchase by one or more related entities of all or a majority of the voting stock of Licensee; (ii) the sale by Licensee of a majority of its assets to one or more related entities; or (iii) the merger or consolidation of Licensee into or with one or more entities such that the voting or practical control of Licensee is vested in a surviving entity other than Licensee.
 - vii. for any other reason, upon one hundred eighty (180) days written notice to Licensee.
- b. Licensee may terminate any Supplement, or portion thereof:
- i. if ISO terminates or suspends its business; or
 - ii. if ISO becomes subject to any bankruptcy or insolvency proceeding under federal or state law; or
 - iii. if ISO becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or
 - iv. for any other reason, upon one hundred eighty (180) days written notice to ISO.

In the event of termination including expiration of this Agreement or any Supplement, ISO shall have the right to immediately cease providing Products to Licensee and immediately terminate Licensee's access to Products without notice or demand. Termination under this Section 2 shall not relieve Licensee of its obligations regarding property or copyright as specified in Sections 7. and 8. In the event of termination as a result of Licensee's failure to comply with any of its obligations under this Agreement, Licensee shall continue to be obligated for any payments due up to and including the effective date of termination. In addition, if the license to use any Product provided to Licensee electronically is terminated, Licensee will be liable and charged for payment of all termination or de-installation charges incurred by ISO related thereto, if any. Termination of this Agreement and/or any Product Supplement(s) shall be in addition to and not in lieu of any other remedies available to ISO. Upon the expiration or other termination of this Agreement, the Licensee shall immediately discontinue use of the Products, and at ISO's option, (i) return to ISO all applicable Products provided, including all manuals, associated documentation and any copies thereof; or (ii) destroy the applicable Products, including all manuals, associated documentation and any copies thereof, and certify in a writing signed by an officer of the Licensee that they have been so returned or destroyed.

3. **RESTRICTION AGAINST TRANSFER OF CONFIDENTIAL INFORMATION:** ISO and Licensee acknowledge that much, if not all, of the material and information which has or will come into their possession from the other party pursuant to this Agreement consists of confidential and proprietary information, nonpublic information or software of the disclosing party and its affiliates, agents, licensees or third parties ("Confidential Information"). The parties agree that the terms and conditions of this Agreement including, without limitation, all exhibits, attachments, and Product Supplements hereto, are confidential notwithstanding any failure to mark it so, and that neither party shall disclose the contents of this Agreement, except to representatives of a party who are under obligations of confidentiality by law (e.g. legal counsel), without the prior written consent of ISO, provided however that the general existence of this Agreement shall not be treated as confidential information. The party receiving such Confidential Information agrees to hold it in strictest confidence and agrees not to release or disclose such Confidential Information to any individual or entity, whether employee, subcontractor, or subcontractor employee, except that the receiving party may disclose such information to its employees who are necessarily involved in the provision of the products and services hereunder and have agreed in writing to keep the information confidential to protect the disclosing party's interests. Licensee shall be liable for any breach of this confidentiality provision by any of its affiliates, employees, representatives or agents.

- a. The receiving party agrees that it shall not disclose or release any Confidential Information which is disclosed to the receiving party either (i) in a writing or other tangible form or (ii) orally to any third party, except with the disclosing party's prior written consent, unless compelled to do so by legal process. In such case, the receiving party shall give the disclosing

party reasonable and sufficient notice to allow the disclosing party to take action to protect its confidential information and trade secrets. The receiving party shall treat the disclosing party's Confidential Information in the same manner and with the same protections and safeguards as receiving party treats its own confidential information and trade secrets. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Proprietary Information, the Receiving Party shall disclose only that portion of the Confidential Information which is legally required to be disclosed and, at the request and expense of the Disclosing Party, will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

- b. The party receiving Confidential Information further agrees not to (i) use the Confidential Information for its own benefit or for the benefit of any third parties, other than for the performance of its obligations under this Agreement, and (ii) release or disclose the Confidential Information to any other entity, either during the term or after the termination of this Agreement. In the event of any breach of this confidentiality obligation or of the obligations relative to the rights to products and services pursuant to this Agreement, or any product developed or delivered in providing Services, the Receiving Party acknowledges and agrees that due to the nature of the Disclosing Party's Confidential Information, that any breach or threat thereof of its obligations hereunder, or any unauthorized use or release or threatened use or release of any Confidential Information may result in irreparable harm to the Disclosing Party and that in the event of violation of this Agreement, without limiting a Party's other rights and remedies in law or equity, the Disclosing Party shall be entitled to appropriate equitable relief including an injunction without the necessity of posting bond or specific performance, against the Receiving Party for breaching or threatening to breach this Agreement in addition to whatever remedies it might have at law including reasonable attorney's fees and damages without the necessity of proving actual damages. Licensee shall be liable for any breach of this confidentiality provision by any of its affiliates, employees, representatives or agents.
- c. The party receiving the Confidential Information shall be solely responsible for maintaining the security of such Confidential Information and for complying with all federal, state, provincial and local laws, regulations, or other requirements including the Gramm-Leach-Bliley Act of 1999, 15 U.S.C., Section 6801, et seq. as amended from time to time governing the privacy, confidentiality and non-disclosure of such information.
- d. The foregoing obligations shall not apply to any information which: i) is or becomes known publicly through no fault of the Receiving Party; or ii) is acquired or learned by the Receiving Party from a third party not under a duty of confidentiality; or iii) is already known to the Receiving Party before receipt from the Disclosing Party as shown by the Receiving Party's written records; or iv) is independently developed by the Receiving Party, as shown by the Receiving Party's written records, without use of or reference to the Disclosing Party's information or the participation of individuals who have had access to the Disclosing Party's confidential or proprietary information and/or in a manner that is not in violation of the Disclosing Party's intellectual property rights; provided in each case that such foregoing information was not delivered to or obtained by the Receiving Party as a result of any breach of this Agreement, the Law or any contractual, ethical or fiduciary obligation owed to Disclosing Party, v) has been aggregated to a level where it can no longer be identified as Confidential Information of the Disclosing Party or the Disclosing Party's customers or vi) must be disclosed by operation of law or regulation or legal proceeding.
- e. The foregoing obligations of each party shall survive the termination or expiration of this agreement.

4. **RESTRICTION AGAINST COPYING OR MODIFYING THE LICENSED PRODUCT:** The Products licensed hereunder may not be copied, modified or reproduced except as provided herein unless compelled to do so by legal process. In such case, Licensee shall give ISO reasonable and sufficient notice to allow ISO to take action to protect its confidential information and trade secrets. Use of the Products does not confer the right to print, reprint, publish, copy, sell, file or use same in any manner without the written permission of the copyright owner. Licensee agrees to reproduce and incorporate ISO's copyright notice, or the third party copyright notice stated in the Products, in any copies, modifications or partial copies of the Products that Licensee makes.

5. **FEES:** Licensee agrees to pay all fees invoiced for Products licensed to Licensee by ISO regardless of whether Licensee actually uses any or all such Products. Licensee agrees to pay such invoices within thirty (30) days of receipt of the invoice. The fee for the initial distribution term for each Product licensed after the effective date of the Agreement is indicated on the applicable Product Supplement. ISO reserves the right to amend the fees due on prior notice to Licensee. Except for taxes based on ISO's income, Licensee shall be responsible to pay for all federal, state, and local sales, excise, use or similar taxes in connection with Licensee's license or use of the Products licensed hereunder. Interest shall be due on all charges not paid within thirty (30) days at the rate of 1% per month or the maximum interest permitted by law, whichever is less. A default in the payment of charges due for one Product may result in the termination of the license to use all Products and termination of access to Products provided to Licensee electronically. In the event Licensee desires to re-establish its license to use and/or access the Products after ISO has terminated this Agreement hereunder, and ISO agrees to provide such Products or access, Licensee shall pay all outstanding charges, as well as any administrative costs that ISO may impose, and if applicable, all charges incurred by ISO in disconnecting and reconnecting Licensee access to the Products. For any Products which will be provided to Licensee electronically, the Licensee, at its expense is required to: (a) provide all necessary Licensee equipment and appropriate interfacing devices, and (b) pay for all costs to connect to an ISO-provided connect point or designated node.

6. **SECURITY REQUIREMENTS:**

- a. Licensee agrees to comply with the following security requirements for any Products licensed hereunder. Licensee agrees that it will not attempt to circumvent any security measures contained within or associated with any Product licensed hereunder. Licensee shall not attempt to decompile, reverse engineer, or otherwise disassemble or obtain the source code of any Product provided hereunder.
- b. To the extent a Product licensed hereunder is accessed electronically third-party software, sometimes called "spyware", can infect a user's computer and capture data without permission. ISO is not responsible if any confidential data of Licensee or its agents is compromised in this manner. In order to protect its own data, ISO reserves the right, without prior notice, to suspend access to any ISO web application by any user or agent whose computer is infected in this manner until the infection is removed. ISO will make reasonable efforts to notify the Licensee beforehand, but circumstances may require prompt action.
- c. Passwords. For those Products designated on the Product Supplement(s) as requiring a password, ISO will assign unique sign-on IDs and passwords, and Licensee and its authorized employees shall only access the Product(s) through use of the assigned sign-on IDs and passwords, which must be kept confidential. Each ID will be for the personal use of a single employee only. Licensee shall not distribute or divulge a valid sign-on ID and/or password to anyone except to its authorized employees, unless otherwise permitted in the Product Supplement(s) or in a separate writing by ISO. Licensee is responsible for all charges as described in the Product Supplement(s) as they relate to the use and activity charged to Licensee's sign-on IDs. ISO retains the right to change any sign-on ID and/or password at its discretion and notify Licensee sufficiently in advance so as not to interfere with Licensee's authorized continuous use of the Product(s). ISO also agrees to promptly change the password upon Licensee's request. Access to Products which require a password must be discontinued simultaneously: (i) for any employee, with the end of that employee's employment with Licensee; and (ii) for any other user authorized by the Product Supplement(s), or otherwise authorized by ISO in writing, with the end of that user's relationship with Licensee. Licensee shall be liable, and indemnify ISO, for all fees and all loss or damage caused by or resulting from the continued use of Licensee sign-on ID(s) and password(s) by terminated employees or unauthorized users.
- d. Compliance with Applicable Law: Each party certifies and warrants that it will comply with all federal, state and local statutes, regulations and rules applicable to it and to its obligations under this Agreement. Each party represents that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of it has been properly authorized and empowered to enter into this Agreement. The parties both warrant that they are in valid existence and in good standing under the laws of a state of the United States; that they have all the requisite power and authority to execute, deliver, and perform this Agreement; that they have duly authorized execution, delivery, and performance of this Agreement; that they have and shall maintain any governmental license, authorization, or qualification required for them to perform pursuant to this Agreement; that no approval, authorization, or consent of any governmental or regulatory authority is required to be obtained for them to execute, deliver and perform pursuant to this Agreement; and to their knowledge, there is no outstanding litigation, arbitrated matter, or other dispute to which they are a party which, if decided unfavorably to them, would reasonably be expected to have a material adverse effect on that party's ability to fulfill its respective obligations under this Agreement.

7. ACKNOWLEDGEMENT OF ISO INTELLECTUAL PROPERTY: Licensee acknowledges that ISO claims ownership of and a copyright in the Products. ISO is the owner or authorized licensee of all proprietary information contained in the Products and has the right to grant Licensee the license to use the Products in accordance with this Agreement without violating any law, rule or regulation. Licensee shall not contest or dispute, and waives any defense concerning, any valid ownership or copyright claim made by ISO in the Products. Licensee agrees not to take any action that would in any way impair, jeopardize, be inconsistent with, or violate ISO's ownership of the Product(s) or any valid ISO copyright. ISO's claims of copyright relate to all Products provided to Licensee pursuant to this Agreement, unless it is stated in the Product Supplement(s), or on the Product itself, that a Product is copyrighted by or proprietary to a third party. All applicable rights to patents, copyrights, trademarks and trade secrets in the Products, and any modifications made to the Products, and in the information or data therein, shall remain in ISO or the applicable third party. Licensee agrees that such third parties are third-party beneficiaries of this Agreement and are entitled to enforce their rights hereunder against Licensee. Nothing in this Agreement shall be construed as granting to Licensee any right, title or interest in or to any patent, trademark, copyright or other right of ISO or any applicable third party. Licensee warrants and represents that it will take all reasonable steps necessary to protect and preserve the Product(s) and the interests and rights of ISO and any applicable third parties therein, including appropriate action by instruction or agreement with its employees permitted access to the Products.

8. REQUIRED COPYRIGHT NOTICE:

- a. If Product(s) are reprinted, copied or otherwise used in full, copies must reflect the copyright notice actually shown on the Product(s).

- b. If Product(s) are reprinted, copied or otherwise used in part, the following legend must appear at the bottom of each page so used:

"Includes copyrighted material of Insurance Services Office, Inc. with its permission."

If the material to be reprinted, copied or otherwise used is copyrighted by a third party, Licensee must obtain permission of the copyright owner to so use the material, and abide by any requirements set forth by the third party.

9. LIMITATION ON WARRANTIES; NO LIABILITIES: OTHER THAN THOSE REPRESENTATIONS OR WARRANTIES SPECIFICALLY SET FORTH HEREIN, ISO MAKES NO REPRESENTATIONS, COVENANTS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR IN RESPECT OF ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IF THE FOREGOING LIMITATION IS HELD TO BE UNENFORCEABLE, ISO'S LIABILITY SHALL NOT EXCEED THE AMOUNT PAID TO ISO FOR THE LICENSE TO USE THE PRODUCT DURING THE TWELVE MONTH PERIOD PRECEDING THE RESPECTIVE EVENT(S) GIVING RISE TO SUCH LIABILITY OR OBLIGATION. FOR ALL PRODUCTS WHERE LICENSEE PAYS FOR THE PRODUCT ON A TRANSACTION BASIS, ISO'S LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SPECIFIC TRANSACTION GIVING RISE TO SUCH LIABILITY OR OBLIGATION. THE INFORMATION INCLUDED IN THE PRODUCT(S) MAY BE STATISTICAL SAMPLES AND/OR ACTUARIAL CALCULATIONS, AND ISO MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, THAT THE PRODUCTS WILL ACCURATELY REFLECT, PREDICT OR RESEMBLE EXPERIENCE FOR THE ENTIRE INSURANCE INDUSTRY OR ANY INSURER(S). ALL ISO SERVICES AND PRODUCTS ARE ADVISORY AND ARE PROVIDED AS IS. ISO DOES NOT WARRANT THE COMPLETENESS, ACCURACY OR CURRENCY OF THE PRODUCT OR THE INFORMATION CONTAINED THEREIN. ISO SHALL HAVE NO LIABILITY FOR CONCLUSIONS THAT MAY BE REACHED BY THE LICENSEE.

Except as provided herein, neither ISO, its directors, officers, employees, agents, or participants shall be liable to Licensee, nor to anyone else, for any loss or damage of any kind and however caused, including without limitation, any special, incidental, indirect, consequential or exemplary damages, losses or expenses, lost profits, failure to realize expected savings or any other commercial or economic loss of any kind resulting from Licensee's use of the Product(s). Licensee agrees to indemnify and hold ISO harmless from and against any loss, damage, claim, suit or expense, including reasonable attorney's fees, arising out of or relating to the improper use of the Product(s) by Licensee. With respect to Product(s) provided to Licensee electronically, ISO does not warrant that access will be available during all scheduled hours of operation. ISO represents it will use best efforts to correct any ISO system malfunction causing any unavailability in a timely manner. Oral statements do not constitute warranties, shall not be relied upon by Licensee, and are not part of this Agreement.

Force Majeure. Except for the obligation to pay money, neither party shall be deemed in default of this Agreement to the extent its performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of nature, fire, natural disaster, war, act of government, labor action or strike, unavailability of materials, labor, utilities (including Internet) or supplies or any other thing beyond the control of such party ("Force Majeure"), and the time in which such party may perform those obligations pursuant to this Agreement shall be extended for a period equal to the period of the unavoidable delay.

10. INDEMNIFICATION BY ISO: Licensee shall notify ISO promptly of any claim that any Product, or Licensee's use of any Product, is improper or illegal or violates the rights of any third party. ISO agrees to defend, indemnify and hold Licensee harmless from and against any loss, cost, expense, damage or liability resulting from any claim or suit brought against Licensee based on an allegation that a Product, when properly used as permitted herein, infringes any United States copyright, trademark, patent or other intellectual property right, provided that Licensee, within fifteen (15) days of receipt of notice of any such alleged infringement, notifies ISO of such allegation in writing. ISO shall have the sole right to conduct the defense of any such claim or suit and all negotiations for its settlement or compromise, unless otherwise mutually agreed to in writing by the parties hereto. In the event that Licensee's use of any Product is held to constitute an infringement and use of that Product is permanently enjoined, ISO shall, at its option and expense, either: (i) procure for Licensee the right to continue using such Product; or (ii) modify such Product to become non-infringing; or (iii) replace such Product with an equally suitable, compatible and functionally equivalent non-infringing product; or (iv) grant Licensee a pro-rata refund of the charges paid for such Product provided that prior to paying such refund Licensee returns such Product and all copies and partial copies thereof to ISO.

Should Licensee learn of the infringement of any Product(s) licensed under this Agreement, Licensee shall promptly advise ISO in writing, and provide ISO with any available evidence of such infringement. In any such infringement suit as ISO may determine to institute to enforce its intellectual property rights, Licensee shall, at the request and expense of ISO, cooperate with ISO in all reasonable respects, including having its employees with relevant information provide such information to ISO and testify when requested by ISO, and make available to ISO any relevant records, papers, information and the like.

11. **NOTICE:** Unless otherwise provided in this Agreement, all notices, directions, instructions, orders, requests, demands, acknowledgments and other communications required or permitted to be given hereunder shall be in writing, addressed to the parties at their respective addresses set forth at the beginning of this Agreement or to such other addresses as one party may furnish in writing to the other, and shall be deemed properly given or made when: (i) delivered personally; by messenger or a recognized overnight delivery service having a delivery tracking and verification system (such as Federal Express, UPS, DHL) charges prepaid. (ii) made or given by, facsimile; or (iii) received by first class mail, postage prepaid, or upon the expiration of three (3) days after any such notice, direction, instruction, order, request, demand, acknowledgment or other communication is deposited in the United States mail for transmission by first class mail, postage prepaid, whichever shall occur first.

12. **SURVIVAL OF TERMS:** The terms and conditions set forth in Sections 2 through 4, and 6 through 14 shall survive the termination of this Agreement, except as may be provided in the provisions themselves.

13. **CHOICE OF LAW AND EXCLUSIVE JURISDICTION AND VENUE FOR ADJUDICATING ANY DISPUTE:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York as an agreement made and wholly performed therein. Any litigation, action, or proceeding arising out of any dispute concerning or otherwise attempting to enforce, interpret, or remedy any breach of this Agreement shall be brought only in a court of competent jurisdiction (whether federal or state) sitting within the State and County of New York. The parties irrevocably and unconditionally (a) submit to personal jurisdiction in the State of New York and consent to venue in the County of New York with respect to any such action, (b) waive any objection to the jurisdiction and venue in the State and County of New York, and (c) agree not to plead or claim in any such court that any such suit, action or proceeding has been brought in an inconvenient forum.

14. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument, and all such counterparts shall together constitute the same document. Any executed counterpart transmitted by facsimile, electronic signature, electronic communication in portable document format (.pdf), or similar transmission by any Party to the other party shall be deemed an original and shall be binding upon such Party and together constitute one and the same agreement.

15. **GENERAL:** This Agreement, its Annexes, Exhibits and Product Supplement(s), constitutes a fully integrated contract and states the entire Agreement between the parties. It supersedes and merges any and all prior discussions, representations, demonstrations, negotiations, correspondence, writings and other agreements and together states the entire understanding and agreement upon which ISO and Licensee rely respecting the subject matter of this Agreement. The captions or headings used in this Agreement are for convenience and in no way define, limit or enlarge the scope of this Agreement or any of its Sections. This Agreement, and the Annexes and Product Supplements, may be changed or modified only in writing signed by authorized representatives of both parties. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is, to the extent invalid, deemed to be omitted and the remaining provisions of the Agreement shall continue in full force and effect. The failure or delay of either party to insist upon the performance of any of the terms of this Agreement in any one or more instances will not be construed as a waiver or relinquishment of the future performance of any such term, and the obligation of the parties with respect to any such future performance will continue in full force and effect. No action, regardless of form, arising out of this Agreement may be brought by Licensee more than one year after the cause of action has arisen. This Agreement inures to the benefit of and is binding upon the successors and assigns of ISO. It likewise inures to the benefit of Licensee, but no interest herein shall be transferred or assigned in any manner by Licensee. Any transfer or assignment or attempted transfer or assignment is void and of no effect.

This contract is not valid against ISO unless and until executed by the appropriate ISO officer or authorized representative at the appropriate ISO home office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized representatives as of the day and year first above written.

City Of Clearwater
LICENSEE

INSURANCE SERVICES OFFICE, INC.
on behalf of itself, its subsidiaries and affiliates (ISO)

Signed: _____

Name: _____

Title: _____

Date: _____

DocuSigned by:
Richard Della Rocca
F653326578B7402...

Signed: _____

Name: Richard Della Rocca

Title: Sr. vP

Date: 11/20/2017

FINAL / APPROVED

DATA • ANALYTICS
DECISION SUPPORT