ORIGAMI RISK

SOFTWARE SUBSCRIPTION AGREEMENT

This SOFTWARE SUBSCRIPTION AGREEMENT (this "**Agreement**") is entered into as of April 15, 2024 (the "**Effective Date**") by and between ORIGAMI RISK LLC, a Delaware limited liability company ("**Origami**"), and City of Irvine, a city in Orange County, California ("**Client**"). Origami and Client hereby agree as follows:

1.   DEFINITIONS.

"**Affiliate**" means, with respect to a party, its parent company and subsidiaries and/or controlled corporations or entities which are directly or indirectly controlled by, or under common control with, such party.

"**Client Data**" means the data provided or inputted by or on behalf of Client or any User or Affiliate of Client for use with the Service.

"**Client Party**" means Client and each of its Affiliates and Users.

"**Client Support**" means support services provided by Origami to Client as set forth in any Order Form or Statement of Work.

"**Confidential Information**" means all confidential and proprietary information of a party, including, without limitation, business plans, strategies, products, software, source code, object code, clients, data models, discoveries, inventions, developments, know-how, improvements, works of authorship, concepts, or expressions thereof, whether or not subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection.

"**Configurations**" means specifically modified reports, dashboard panels, or other configurations, features or modules of the Service customized for Client.

"**Documentation**" means all user guides, videos, embedded help text, and other reference materials generally furnished with respect to the Service, whether in printed or electronic format.

"**Fees**" means the fees payable pursuant to this Agreement as set forth in any Order Form or Statement of Work.

"**Intellectual Property Rights**" means worldwide intellectual and proprietary property owned or properly licensed by a party and all intellectual or proprietary property rights subsumed therein, including copyright, patent, trademark (including goodwill), trade dress, trade secret and know-how rights.

"**Order Form**" means any order form setting forth subscriptions, hosting, data processing or other Service-related items ordered by Client that is entered into and mutually approved in writing by the parties pursuant to this Agreement from time to time. The initial Order Form is attached hereto as Exhibit A.

"**Professional Services**" means professional services provided by Origami to Client as set forth in any Statement of Work.

"**Service**" means Origami's software-as-a-service identified in an Order Form and accessible by Client via https://live.OrigamiRisk.com or another designated web site or IP address or mobile application, rendered to Client by Origami.

"**Statement of Work**" means any statement of work setting forth Professional Services to be performed by Origami for Client that is entered into and mutually approved in writing by the parties pursuant to this Agreement from time to time. The initial Statement of Work is attached hereto as Exhibit B.

"**User**" means any employee, contractor, agent, customer, investor, consultant or service provider of Client or any of Client's Affiliates who uses or accesses the Service or any other person or entity that is provided user credentials to the Service by or on behalf of Client or any of Client's Affiliates.

"**Work Product**" means Configurations and any software, programming, tools, documentation, and materials that are used, created, developed, or delivered by Origami to Client in connection with Configurations, and all Intellectual Property Rights subsumed therein.

2.   SERVICE.

(a)   **Service**. Subject to the terms and conditions of this Agreement, during the term of this Agreement, Origami hereby grants Client a non-exclusive right to permit its Users to access and use the Service via the Internet pursuant to subscriptions set forth in an Order Form. Client's Users may use the Service solely for internal business of Client, its Affiliates and Users. Users shall use the Service in accordance with this Agreement and each applicable Order Form, Statement of Work and Documentation.

(b)   **Service Level Agreement**. Origami's Service Level Agreement with respect to the Service is set forth as Exhibit C (the "**Service Level Agreement**"). Any Excluded Event (as defined in such Service Level Agreement) and any unavailability of the Service that does not constitute a failure of the Availability Requirement set forth in such Service Level Agreement shall not constitute a breach of this Agreement.

21382

ORIGAMI RISK

(c) **Restrictions**. Nothing in this Agreement shall be construed as a grant to Client of any right to, and Client shall not, and shall not permit any User or any other third party to: (i) reproduce, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or any portion thereof; (ii) distribute, disclose or allow use of any of the Service, or any portion thereof, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third party; (iii) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Service in any manner; (iv) create derivative works from, modify or alter any of the Service in any manner whatsoever; (v) use or access the Service in a manner that would reasonably be expected to damage, disable, overburden, or impair any Origami servers or the networks connected to any Origami server (and if any access or use of the Service does damage, disable, overburden, compromise or impair any Origami servers or the networks connected to any Origami server, then Client shall promptly discontinue such access or use upon written notice of such by Origami); (vi) take any action that would reasonably be expected to interfere with any third party's use and enjoyment of the Service (and if any Client action does interfere with any third party's use and enjoyment of the Service, then Client shall promptly discontinue such action upon written notice of such by Origami); (vii) attempt to gain unauthorized access to the Service, accounts, computer systems, or networks connected to any Origami server; (viii) use any robot, spider or other automatic device or manual process to monitor or copy portions of the Service or to artificially simulate user activity; (ix) use the Service in a manner intended to abuse or violate the privacy or property rights of others; (x) perform any vulnerability scanning or penetration testing on the Service or Origami's systems or networks without Origami's explicit prior written consent for each such scan or test; or (xi) access the Service in order to (A) build a competitive product or service, or (B) build a product using similar unique and confidential ideas, features, functions or graphics of the Service.

(d) **Users**. Client may permit the number of authorized Users as set forth in the Order Form to use the Service. Each authorized User shall access and use the Service (i) in accordance with the terms of this Agreement and the applicable Order Form and Documentation, and, (ii) when applicable, through a unique and reasonably secure username and password as further described in the applicable Order Form or Documentation. It is Client's responsibility to designate the applicable access to be granted to each User. Client shall cause all Users to comply with all obligations of Client hereunder, to the extent applicable to Users. Except for Client's and its Affiliates' system administrators where reasonably necessary for administrative or security purposes,

no User may use the username/user identification or password of any other User. Client shall be responsible for the acts and omissions of its Users as if they were undertaken by Client itself. Further, Client shall be responsible for ensuring that its Users utilize appropriate security practices and are given appropriate permissions for their usage of the Service.

(e) **Third Party Access**. Client shall also have the right for Client and its Affiliates to permit third party Users to access or use the Service in accordance with the terms and conditions of this Agreement and each applicable Order Form and Statement of Work, provided that each such third party User has agreed in writing to Origami's Third Party User Agreement ("**Third Party Terms**") prior to or upon such User's initial login to the Service. Such Third Party Terms are available from Origami upon request. Client may meet this requirement with respect to any third party User by requiring such third party User to accept the Third Party Terms as part of a click-through that can be enabled to appear upon such third party User's initial login to the Service. Any rights granted hereunder or under the Third Party Terms with respect to the Service to third party Users shall expire or terminate immediately upon the termination of this Agreement in accordance with its terms. Client shall be fully responsible for (i) ensuring the compliance of each Client Party with the terms and conditions of this Agreement, and each applicable Order Form, Statement of Work, and Documentation, and the applicable Third Party Terms, and (ii) all violations of the terms or conditions of this Agreement, each applicable Statement of Work, Order Form, Documentation, and the applicable Third Party Terms by each Client Party.

(f) **Client Support and Professional Services**. During the term of this Agreement, Origami will provide Client Support and Professional Services to the extent set forth in an Order Form or Statement of Work. Client may also contract for expanded services for additional days and hours in accordance with the rates set forth in the Statement of Work, or if no such rates are specified, Origami's then-current policies and prices. Notwithstanding the foregoing, Origami will not be obligated to provide any support required as a result of, or with respect to, (i) Client's operating systems, networks, hardware, or other related equipment of Client, or (ii) Client's or any of its Users' use of the Service other than in accordance with the applicable Statement of Work and Documentation and as permitted under this Agreement.

(g) **Client Obligations**. Client shall: (i) provide Origami with reasonable access to Client's premises to the extent necessary to enable Origami to perform its obligations hereunder; (ii) provide adequate resources to participate in or facilitate the performance of the Service; (iii) timely participate in meetings relating to the Service; (iv)

2

assign personnel with relevant training and experience to work in consultation with Origami; (v) meet the requirements to use the Service as set forth in Exhibit D; (vi) safeguard the usernames, passwords and other security data, methods and devices furnished to Client in connection with the Service and prevent unauthorized access to or use of the Service and promptly notify Origami if it becomes aware of any such unauthorized access or that the security of its usernames or passwords has been compromised; (vii) be responsible for Client networks, equipment and system security required or appropriate in connection with the Service; (viii) have sole responsibility for the accuracy, quality, legality, reliability and appropriateness of all Client Data; (ix) transmit Client Data only in an encrypted format as set forth in the Service Level Agreement or as otherwise mutually agreed by the parties; (x) obtain all consents and authorizations from any third parties that Client requires in order for Origami to perform its obligations hereunder (and Origami shall not be required to enter into agreements with any such third parties), and (xi) take such other actions as are required of Client pursuant to this Agreement, including any Order Form or Statement of Work.

(h) **Client Warranty**. The parties acknowledge and agree that during the term of this Agreement a Client Party or other third parties may disclose certain Client Data, including personally identifiable data regarding employees or other individuals, to Origami for the benefit of a Client Party. With respect to any Client Data so disclosed by, or on behalf of, a Client Party to Origami, Client represents and warrants to Origami that: (i) each such Client Party, and such other third parties operating on Client's behalf are authorized to collect, use and disclose the Client Data to Origami for use and storage pursuant to this Agreement; (ii) such disclosure, use or storage does not and shall not violate applicable law or, if applicable, such Client Party's agreements with or privacy notices to individuals with respect to whom the Client Data relates; and (iii) Client shall not request Origami to use, store, disclose or otherwise process Client Data in any manner that would not be permissible under applicable law or, if applicable, such Client Party's agreements with or privacy notices to individuals with respect to whom the Client Data relates, if done by Client.

(i) **Non-Liability Events**. Client acknowledges and agrees that Origami shall not be responsible or liable for any delay or failure in its performance of any duties or obligations pursuant to this Agreement, including any Order Form or Statement of Work, to the extent such delays or failures result or arise from any (1) act or omission of any Client Party, including any delays in their performance or cooperation with respect to the obligations or warranties set forth in this Agreement or any Order Form or Statement of Work; (2) failure of any Client Party's equipment or software (other than the Service); or (3)

Force Majeure Event. Origami acknowledges and agrees that Client shall not be responsible or liable for any delay or failure in its performance of any duties or obligations pursuant to this Agreement, including any Order Form or Statement of Work, to the extent such delays or failures result or arise from any (1) act or omission of Origami or anyone acting on Origami's behalf, including any delays in their performance or cooperation with respect to the obligations or warranties set forth in this Agreement or any Order Form or Statement of Work, excluding the acts or omissions of Origami or anyone acting on Origami's behalf that were directed by the Client directly or through the Service; (2) failure of Origami's equipment or software; or (3) Force Majeure Event.

(j) **Mobile Service**. The Service may include certain services that are available via an application downloaded and installed on a mobile device. To the extent Client chooses to use such application, Client acknowledges and agrees that Client Data may be stored locally on a mobile device as part of such service and that the physical security of any mobile device used to access such services is Client's responsibility. If Client or any User elects to store data on a mobile device, Origami shall not be responsible for any loss of Client Data or any other data on such device.

3. **INTELLECTUAL PROPERTY RIGHTS.**

(a) **Origami Intellectual Property Rights**. As between Origami and Client, Origami owns all right, title and interest, including all related Intellectual Property Rights in and to, or related to the Service and Work Product, including all software programs contained therein. To the extent that any such Intellectual Property Rights do not otherwise vest in Origami or its licensors, Client hereby agrees to promptly assign such Intellectual Property Rights to Origami or its licensors, and to do all other acts reasonably necessary to perfect Origami's or its licensors' ownership thereof, without additional consideration of any kind. The Origami name, the Origami logos, and the product names associated with the Service are trademarks of Origami or third parties, and no right or license is granted with respect to their use. The Service may contain intellectual property belonging to third parties. All such intellectual property is and shall remain the property of its respective owners. Except for the limited rights expressly granted herein, all right, title and interest in and to the Service and Work Product are reserved by Origami, and, except as expressly granted herein, nothing contained in this Agreement shall be construed as conferring any right, title, interest or license with respect to the Service or Work Product upon Client, by implication, estoppel or otherwise. In addition, Client agrees and acknowledges that Origami shall have an unlimited right to incorporate into any updates, upgrades, or modifications to the Service all suggestions, ideas, enhancement requests,

ORIGAMI RISK

feedback, recommendations or other information provided by Client or any User relating to the Service. Such Service, as updated, upgraded, or modified, shall be owned by Origami as provided in this Section. Client expressly acknowledges and agrees that the Work Product shall not constitute work made-for-hire under the United States Copyright Act, and that Origami shall have the exclusive right to protect the Work Product by patent, copyright, or any other means. Work Product shall be made available to Client as part of the Service to the extent set forth in an Order Form or Statement of Work, and Client shall have no other right to use any Work Product.

(b) **Client Data**. Client Data shall be Confidential Information of Client under this Agreement. As between Origami and Client, Client shall own all right, title and interest in and to the Client Data, which shall never be deemed to be the Service or Work Product, even if delivered or incorporated therewith. Origami shall have no responsibility, whatsoever, for the accuracy, quality, legality, reliability, appropriateness, and intellectual property ownership of Client Data, and Origami shall not review, monitor or check the Client Data except as necessary to provide the Service to Client. Origami shall not be responsible or liable for the deletion, destruction, damage or loss of any Client Data through no fault of Origami or its providers without limiting Origami's liability to maintain backup data as set forth in the Service Level Agreement. Upon Client's written request within 30 days following the termination of this Agreement, Origami will at its expense provide electronic files to Client in delimited text format containing Client's Client Data. Subject to Origami's confidentiality obligations set forth in this Agreement, Client agrees that Origami shall have the right to collect and use data or information resulting from a Client Party's use of the Service so long as such data and information is de-identified and aggregated so that it cannot identify, be traced back to or otherwise be associated in any manner with Client or any particular individual.

(c) **Notices of Infringement**. In the event Client discovers or is notified of an actual or suspected infringement of the rights of Origami or its licensors in or to the Service or any unauthorized access to or use of the Service (each, an "**Infringement**"), Client shall promptly notify Origami of such known or suspected Infringement and terminate such Infringement to the extent within Client's control. Client agrees to reasonably cooperate with and assist Origami (at Origami's sole expense) in protecting, enforcing and defending Origami's rights in and to the Service.

4. FINANCIAL TERMS.

(a) **Fees**. Client shall pay to Origami the Fees set forth in any Order Form or Statement of Work or as otherwise agreed in writing by the parties.

(b) **Expenses**. Client shall reimburse Origami for all pre-authorized in writing, reasonable, documented out of pocket travel, lodging, meal and other expenses reasonably incurred by Origami in the course of performing the Service.

(c) **Taxes**. Client shall be liable for any taxes (including without limitation sales, use, excise and gross receipts taxes), charges, tariffs, and duties and any interest and penalties arising under this Agreement, excluding taxes based upon Origami's income. All such taxes may be included in amounts invoiced by Origami to Client.

(d) **Payments**. All Fees under this Agreement shall be payable by Client in accordance with the applicable Order Form or Statement of Work or as otherwise agreed by the parties. Fees shall be due within 30 days of invoice date. Payments remitted after 30 days shall bear interest at 1.5 percent per month. Except as provided in Sections 7(b) and 9(a), all Fees paid hereunder are non-refundable. Without limiting Origami's other rights and remedies, if Client does not pay a correct overdue invoice within 15 days after receiving notice from Origami of nonpayment unless Client has notified Origami of a good faith dispute prior to such time, then Origami may suspend Client's access to the Service and any other services until Origami receives such payment, and Fees shall continue to accrue during any such period; provided that this shall not be deemed to limit Client's right to the return of its Client Data pursuant to Section 3(b) of this Agreement.

5. CONFIDENTIALITY.

(a) **Confidential Information**. Each party acknowledges and agrees that during the term of this Agreement it may be furnished with or otherwise have access to Confidential Information of the other party. The party that has received Confidential Information (the "**Receiving Party**"), in fulfilling its obligations under this Section, shall exercise the same degree of care and protection with respect to the Confidential Information of the party that has disclosed Confidential Information to the Receiving Party (the "**Disclosing Party**") that it exercises with respect to its own Confidential Information, but in no event shall the Receiving Party exercise less than a reasonable standard of care. The Receiving Party shall only use, access and disclose Confidential Information as necessary to fulfill its obligations under this Agreement, including any Order Form or Statement of Work, or in exercise of its rights expressly granted hereunder. Receiving Party shall not directly or indirectly disclose, sell, copy, distribute, republish, create derivative works from, demonstrate or allow any third party to have access to any of Disclosing Party's Confidential Information; provided that the Receiving Party may disclose the Disclosing Party's Confidential Information to its directors, officers, employees, subcontractors, agents,

Affiliates or other representatives (collectively, the "**Representatives**") who have a need to know and who are bound by confidentiality obligations with respect to such Confidential Information that are substantially similar to those set forth in this Section. The Receiving Party shall be responsible and liable for any breach of this Section by any of its Representatives. All Intellectual Property Rights with respect to the Service and Work Product shall be deemed to be Confidential Information of Origami under this Agreement.

(b) **Exclusions**. The following information shall not be considered Confidential Information subject to this Section: (i) information that is publicly available or later becomes available other than through a breach of this Agreement; (ii) information that is known to the Receiving Party or its Representatives prior to such disclosure or is independently developed by the Receiving Party or its Representatives subsequent to such disclosure; or (iii) information that is subsequently lawfully obtained by the Receiving Party or its Representatives from a third party without obligations of confidentiality. If the Receiving Party is required by law to disclose any portion of the Disclosing Party's Confidential Information, Receiving Party shall give prior timely notice of such disclosure to Disclosing Party to permit Disclosing Party to seek a protective or similar order, and, absent the entry of such an order, Receiving Party shall disclose only such Confidential Information as is necessary be disclosed in response to such subpoena, court order or other similar document.

(c) **Return of Confidential Information**. Upon termination or expiration of this Agreement, the Receiving Party will promptly return or destroy any Confidential Information in the possession or control of the Receiving Party. Origami's obligation to return and destroy Client Data is set forth in Section 3(b). Nothing in this Agreement shall prevent Client from maintaining copies of records to the extent required by applicable law, provided, however, that any such retained records will remain subject to the confidentiality obligations herein for so long as they are retained.

6. DATA SECURITY.

(a) **Audit Report**. Upon Client's written request to Origami during the term of this Agreement (no more than once in any 12-month period), Origami shall provide a copy of its Service Organization Control (SOC) 2 audit report (or an equivalent audit report or pursuant to a successor standard) ("**SOC 2 Report**") to Client, and such report shall contain an unqualified opinion. Such audit report shall be deemed Confidential Information under the terms of this Agreement.

(b) **Safeguards**. Origami shall maintain commercially reasonable administrative, technical and physical safeguards designed to protect the security and privacy of Client Data. Such safeguards are described in Origami's most recently completed SOC 2 Report. In no event during the term of this Agreement will Origami materially diminish the protections provided by the controls set forth in such SOC 2 Report. Such safeguards shall comply with data privacy laws that are applicable to Origami in its performance of this Agreement, including, without limitation, any applicable data privacy laws addressing personally identifiable information that may be contained in the Client Data. Origami shall also maintain an internal information security management program that addresses data security and the security controls employed by Origami in compliance with this Agreement. Origami shall encrypt Client Data as set forth in the Service Level Agreement.

(c) **Notification**. Origami shall inform Client promptly and without undue delay in the event that it learns of any breach of Origami's systems resulting in unauthorized disclosure of, or access to, any Client Data. Any such notice will provide a description about the Client Data that was accessed to the extent available at the time of the notice. Origami will provide regular updates to Client as additional details about the nature of the affected Client Data become available. Origami agrees to mitigate, to the extent practicable, any harmful effects from such breach that are or become known to Origami.

7. TERM AND TERMINATION.

(a) **Term**. This Agreement shall commence on the Effective Date and continue until all subscriptions to the Service hereunder and Statements of Work have expired or been terminated sooner in accordance with this Section. The term of each subscription shall be as specified in the applicable Order Form, and the term of each Statement of Work shall be as specified therein (or, if not specified, shall run until the completion of the applicable Professional Services thereunder).

(b) **Termination for Breach**. This Agreement may be terminated by either party upon written notice to the other party if the other party breaches any material term and fails to cure such breach within 30 days after receipt of written notice of such breach. If Client terminates the Agreement for Origami's breach in accordance with this paragraph, Origami shall refund to Client, within 45 days of the effective date of such termination, any prepaid but unearned Fees paid to Origami in advance by Client. If Origami terminates the Agreement for Client's breach in accordance with this paragraph, all remaining unpaid Fees shall become due and payable.

ORIGAMI RISK

(c) **Termination for Insolvency**. Either party may terminate this Agreement immediately upon notice to the other party if the other party (i) becomes insolvent or admits its inability to pay its debts generally as they become due, (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing, (iii) is dissolved or liquidated or takes any company action for such purpose or ceases to exist as a going concern, (iv) makes a general assignment for the benefit of creditors, or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell all or substantially all of its property or business.

(d) **Events Upon Termination**. Upon the termination of this Agreement: (i) Origami shall cease providing the Service to Client, and Client and its Users shall cease use of the Service; and (ii) Origami shall invoice Client for all accrued Fees and all reimbursable expenses. Client shall pay the invoiced amounts, including from previously issued invoices, within 30 days of the date of such invoice.

(e) **Survival**. Except as otherwise set forth herein, in the event of termination of this Agreement for any reason, the provisions of this Agreement that, by their terms or nature, are intended to survive such termination or expiration shall do so including, as an example and without limitation, Sections 3, 5, 8(c), and 9 through 13, as well as all payment obligations, all obligations arising prior to the expiration or termination of this Agreement, and all provisions of this allocating liability between the Parties shall survive.

8. LIMITED WARRANTY.

(a) **Service Warranty**. Origami warrants that the Service will perform in all material respects in accordance with the Documentation when used in accordance with the terms of this Agreement on the hardware and with the third-party software specified by Origami from time to time. Client's initial remedy for any breach by Origami of the warranty provided in this Section shall be replace the nonconforming Service, at Origami's sole expense, as described herein. Origami shall deliver to Client replacement Service, a work-around and/or an error/bug fix as may be necessary to correct the nonconformity. In the event that Client gives Origami notice of an apparent nonconformity that Origami reasonably determines is not due to any fault or failure of the Service to conform to the warranty provided herein, all time spent by Origami resulting in such determination, including time spent attempting to correct the problem, shall be charged against Client Support hours.

(b) **Professional Services Warranty**. Origami represents and warrants that the Professional Services shall be performed in a professional and commercially reasonable manner consistent with the standard of care exercised by a similarly situated provider in Origami's field in performing similar services for other clients. Client's initial remedy for breach of this warranty shall be re-perform the nonconforming Professional Services, provided that Origami must have received written notice of the nonconformity from Client no later than 30 days after the original performance of the applicable Professional Services by Origami.

(c) **Disclaimers.**

(i) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, ORIGAMI MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICE, WORK PRODUCT, CLIENT SUPPORT, PROFESSIONAL SERVICES, OR ANY OTHER SERVICES PROVIDED HEREUNDER OR THE USE THEREOF BY CLIENT AND ITS USERS, INCLUDING QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ORIGAMI HEREBY DISCLAIMS THE SAME. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, ORIGAMI AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (a) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (b) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; OR (c) ALL ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED.

(ii) CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICE IS A TOOL TO BE USED BY CLIENT IN THE COURSE OF EXERCISING ITS PROFESSIONAL JUDGMENT. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ORIGAMI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS OUTSIDE OF ITS REASONABLE CONTROL. NO ORIGAMI AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT.

(iii) Origami shall not be responsible for: (A) any non-conformities of the Service with Documentation, omissions, delays, inaccuracies or any other failure caused by a Client Party's computer systems,

ORIGAMI RISK

hardware or software (other than the Service), including by interfaces with such third party software, or any inaccuracies that such systems may cause within the Service; or (B) any data that Origami receives from a Client Party and including the data's accuracy or completeness, or Client's claim handling or other decisions. Origami disclaims any liability for interception of any such data or communications, including of encrypted data. Client agrees that Origami shall have no responsibility or liability for any damages arising in connection with access to or use of the Service by any Client Party to the extent such access or use is not authorized by this Agreement.

9. INDEMNIFICATION BY ORIGAMI.

(a) **Indemnification**. Origami agrees to indemnify, defend, settle, and pay any third party claim or action against a Client Party for (i) infringement of any U.S. patent or copyright arising from Client's use of the Service in accordance with this Agreement or (ii) Origami's gross negligence or intentional misconduct. If the Service or any part of the Service is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Origami shall, at its own expense either: (i) procure for Client the right to continue to use the Service; or (ii) modify the Service to make it non-infringing, provided that such modification does not materially adversely affect Client's authorized use of the Service; or (iii) replace the Service with a functionally equivalent non-infringing program at no additional charge to Client; or (iv) if none of the foregoing alternatives is reasonably available to Origami, terminate this Agreement and refund to Client any prepaid but unearned Fees paid to Origami in advance by Client prior to the effective date of the termination.

(b) **Exclusions**. Origami's indemnification obligations under Section 9(a) shall not apply to the extent the claim is based on: (i) modifications to the Service or any component thereof made by anyone other than Origami or on behalf of Origami; (ii) use of any Service in combination with a product not supplied by Origami; or (iii) use of any Service other than in accordance with this Agreement and the Documentation.

(c) **Conduct**. Origami shall have the sole right to conduct the defense of any such infringement claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim. Client agrees to cooperate and ensure that each Client Party cooperates with Origami in doing so. Client agrees to give Origami prompt written notice, in no case longer than within seven days of receipt or discovery, of any threat, warning, or notice of any such claim or action, with copies of any and all documents each Client Party may receive relating thereto. This provision shall not prohibit Client from opting-out of the

indemnification provided hereunder and to defend itself at its sole cost.

10. INTENTIONALLY OMITTED

11. LIMITATION OF LIABILITY.

(a) **Disclaimer of Damages**. IN NO EVENT WILL ORIGAMI BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME, GOODWILL OR REVENUE, COSTS INCURRED AS A RESULT OF DECISIONS MADE IN RELIANCE ON THE SERVICE, LOSS OF USE OF THE SERVICE OR ANY OTHER SOFTWARE OR OTHER PROPERTY, LOSS OF DATA, THE COSTS OF RECOVERING OR RECONSTRUCTING SUCH DATA OR THE COST OF SUBSTITUTE SOFTWARE, SERVICES OR DATA, OR FOR CLAIMS BY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **Limitation of Liability**. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE MAXIMUM LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE PAYMENTS ACTUALLY MADE TO ORIGAMI HEREUNDER DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE.

12. EXPORT CONTROL.

(a) **Export**. Client shall not export the Service or any Work Product in violation of applicable United States laws and regulations. Client also agrees that it will not knowingly export, directly or indirectly, the Service or any Work Product (i) that it knows will directly assist in the design, development, production, stockpiling or use of missiles, nuclear weapons or chemical/biological weapons; (ii) to any entity on the Department of Commerce Entity List or any person or entity on the Department of Commerce Denied Persons List, each currently available at http://www.bis.doc.gov; or (iii) to any country subject to sanctions administered by the Department of the Treasury's Office of Foreign Assets Control or to any person or entity on the lists of prohibited entities and persons maintained by such office, currently available at http://www.ustreas.gov/ofac.

(b) **Disclaimer**. Origami makes no representation that the Service is appropriate or available for use in other locations. If Client uses the Service from outside the United States of America, Canada, the United Kingdom

7

and/or the European Union, Client is solely responsible for compliance with all applicable laws, including export and import regulations of other countries. Any diversion of the Service contrary to applicable law is prohibited.

13. GENERAL.

(a) **Notices**. Any notice, request, demand or other communication (each, a "**Notice**") given pursuant to this Agreement must be in writing and delivered to the other party by either personal delivery, Certified Mail (return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid) or e-mail at the address of such party listed on the signature page to this Agreement. A party may change its address by giving Notice pursuant to this Section.

(b) **Assignment**. Neither party shall have the right to assign, transfer, or sublicense any obligations or benefit under this Agreement without the prior written consent of the other party; provided, however, that no written consent shall be required to assign or transfer this Agreement to any parent or wholly owned subsidiary of a party, and further provided that Origami may assign or transfer this Agreement without Client's prior written consent to a successor by way of a merger, acquisition, sale, transfer or other disposition of all or substantially all of its assets, provided that Origami provides prompt written notice of such assignment and Client shall have the opportunity to terminate this Agreement without penalty to Client for thirty (30) days following receipt of such notice. Except as otherwise provided herein, this Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties.

(c) **Third Party Beneficiaries**. This Agreement does not and is not intended to confer any rights or remedies upon any party other than the parties to this Agreement.

(d) **Publicity**. Without prior written approval of the other party or as otherwise set forth in a Statement of Work or Order Form, neither party shall, directly or indirectly, make any public announcement related to this Agreement or the Service. Notwithstanding the foregoing, Origami may disclose the fact that Client has procured a license for the Service; provided that Origami will not state or imply that Client endorses or recommends the Service without the written permission of Client.

(e) **Entire Agreement; Amendments**. This Agreement (including all exhibits, appendices, schedules and attachments hereto) constitutes the final agreement between the parties. All prior and contemporaneous oral and written communications, negotiations and agreements between the parties on the matters contained in this Agreement, including, without limitation, any nondisclosure or

confidentiality agreements entered into between the parties prior to the date of this Agreement, are expressly merged into and superseded by this Agreement. No terms or conditions contained in any purchase order shall amend this Agreement or shall otherwise constitute an agreement between the parties. The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

(f) **Waivers**. The parties may waive any provision in this Agreement only by a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

(g) **Severability**. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

(h) **Governing Law, Venue**. The laws of the State of California (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance and enforcement. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Orange County, California.

(i) **Dispute Resolution; Arbitration**. If a dispute arises out of or relates to this Agreement or a breach thereof, the parties shall first try to resolve their dispute through informal and good faith negotiation. Any demands, claims or controversies arising out of or relating to this Agreement, (including, but not limited to, fees or costs, breach of contract, or tort claims), shall be settled by binding arbitration before ADR Systems of America in Chicago, Illinois and in accordance with the Arbitration Rules of ADR Systems of America, and judgment upon the award rendered by the arbitrator may be entered in any court or tribunal having jurisdiction thereof. Either party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with ADR Systems of America. The arbitration will be conducted in accordance with the ADR Systems of America Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will select one arbitrator from ADR Systems of America's panel of neutrals and will share

equally in the costs. The prevailing party shall be awarded attorneys' fees. The party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys and advisors.

(j) **Force Majeure**. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including without limitation, acts of God, fires, floods, earthquakes, wars, civil disturbances, terrorism, sabotage, accidents, unusually severe weather, labor disputes, governmental actions, power failures, unanticipated viruses that are not preventable through generally available retail products, inability to obtain labor, material or equipment, catastrophic hardware failures, usage spikes, attacks on servers, or any inability to transmit or receive information over the Internet (each, a "**Force Majeure Event**"), nor shall any such failure or delay give any party the right to terminate this Agreement. Economic reasons shall not qualify as a Force Majeure Event hereunder.

(k) **Certain Remedies**. Each party acknowledges and agrees that (i) it would be extremely difficult, if not impossible, to calculate the actual damages in the event of Origami's breach of Section 3(b) or 5 of this Agreement or Client's breach of Section 2, 3 or 5 of this Agreement; and (ii) breach of any such provision of this Agreement would result in ongoing damages to the non-breaching party that could not be adequately compensated by monetary damages. Accordingly, each party agrees that in the event of any actual or threatened breach of any such provision of this Agreement, the non-breaching party shall be entitled, in addition to all other rights and remedies existing in its favor at law, in equity or otherwise, to seek injunctive or other equitable relief (including without limitation a temporary restraining order, a preliminary injunction and a final injunction) against the other party to prevent any actual or threatened breach of any such provision and to enforce this Agreement specifically, without the necessity of posting a bond or other security or of proving actual damages.

(l) **Insurance Requirements**. Origami shall comply with the insurance requirements attached hereto as Exhibit E.

(m) **Exhibits**. All Exhibits to this Agreement are incorporated by reference as though fully set forth herein.

(n) **Compliance with Laws**. Each Party shall comply with all applicable Federal, state and local laws in all matters related to this Agreement.

(o) **Counterparts**. This Agreement and each Order Form and Statement of Work may be executed in counterparts, each of which will be deemed an original but all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement or any Order Form or Statement of Work by PDF or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement or such Order Form or Statement of Work.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ORIGAMI RISK LLC

By: _Earnest Bentley_

Name: Earnest Bentley

(Print Name)

Title: President - Risk Solutions

Date: 4/22/2024

CITY OF IRVINE, CALIFORNIA

CITY MANAGER

BY: _Oliver C. Chi, City Manager_

NAME: Oliver C. Chi, City Manager

(Print Name)

TITLE: _____

DATE: 4/23/2024

CITY ATTORNEY

By: _Jeffrey T. Melching, City Attorney_

Name: Jeffrey T. Melching, City Attorney

(Print Name)

Title: _____

Date: 4/24/2024

CITY CLERK

By: _Carl Petersen_

Name: Carl Petersen

(Print Name)

Title: _____

Date: 4/24/2024

DEPARTMENT DIRECTOR

By: _Dahle Bulosan_

Name: Dahle Bulosan

(Print Name)

Title: _____

Date: 4/23/2024

10

ORIGAMI RISK

EXHIBIT A
ORIGAMI RISK ORDER FORM

CONTACT INFORMATION	
Client: City of Irvine, California	**Bill To Contact:** Lisa Namnath
Address: 1 Civic Center Plaza Irvine, CA 92606-5207	**Bill To Email:** lnamnath@cityofirvine.org
Primary Contact: Lisa Namnath **Primary Contact Email:** lnamnath@cityofirvine.org	**Is purchase order (PO) required?** ☐ Upon entering into this Order Form, please send any Pos, vendor registration links or tax exemption certificates to finance@origamirisk.com

SUBSCRIPTION DETAILS

Subscription Term: 36 Months
Effective Date: Effective Date (as defined in the Agreement)

RECURRING SUBSCRIPTIONS – LICENSES	
Subscription	**Quantity / Functionality Purchased**
RMIS	Functionality Selected
Mobile Forms App	License Selected
Enterprise-Wide Record Entry	Up to 1,000 records added per year
Light User(s)	8 User(s)
Full User(s)	7 User(s)
	Annual Total: $40,825.00

RECURRING SUBSCRIPTIONS – HOSTING	
Subscription	**Quantity / Functionality Purchased**
Hosting, Network & Storage	Up to 1 GBs of Database Size
Free Searchable File Attachment Storage	Includes 50 GBs of Searchable file storage
	Annual Total: $8,625.00

RECURRING SUBSCRIPTIONS – DATA PROCESSING	
Subscription	**Quantity / Functionality Purchased**
Claim & Transactions Feed	Weekly Feed From George Hills TPA
Claim, Transactions & Notes Feed	Weekly Feed From Adminsure TPA
HR Employee Demographic Import	Integration Selected from Active Directory – import employee details
	Annual Total: $24,150.00

RECURRING SUBSCRIPTIONS – Client Support	
Subscription	**Quantity / Functionality Purchased**
Client Support Hour(s)	Subscription includes support resourcing based on up to 5 hours of Client Support coverage services per calendar month.
	Annual Total: $15,000.00

$86,500.00
Discount (applied to $86,500.00):
($25,000.00)
Total Annual Fees: $61,500.00" "Total Annual Fees: $61,500.00"Annual Fees (before discount):
$86,500.00

ORIGAMI RISK

Discount (applied to $86,500.00):
($25,000.00)
Total Annual Fees: $61,500.00**Annual Fees (before discount):**
$86,500.00
Discount (applied to $86,500.00):
($25,000.00)
Total Annual Fees: $61,500.00" "
86,500.00 (USD)
Discount (applied to 86,500.00 (USD)):
-25,000.00 (USD)
Total Annual Fees: 61,500.00 (USD)" "**Total Annual Fees:** 61,500.00 (USD)"«IF IMP <> 0»«IF Statement for Totals
International»"**Annual Fees (before discount):**
$88,600.00
Discount (applied to $88,600.00):
($30,750.00)
Total Annual Fees: $57,850.00

BILLING DETAILS AND ADDITIONAL TERMS

This Order Form is effective as of the Effective Date (as identified above) for the purchase of the subscription services listed above from Origami Risk LLC ("Origami"). This Order Form is subject to all the terms and conditions of the underlying agreement between Client and Origami (the "Agreement"). To the extent the Agreement does not contemplate order forms, this Order Form will be deemed a Statement of Work for purposes of the Agreement. This Order Form will be deemed a part of the Agreement.

Fees for the first year of recurring subscription fees and all one-time fees under this Order Form will be invoiced and due upon execution of this Order Form. Fees for ongoing contract years are due annually upfront on each anniversary date thereafter. All fees are subject to applicable sales tax, which will appear separately on each invoice. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

Service descriptions and service-specific terms and conditions are set forth in Appendix A-1, which is attached hereto. Additional professional services may be set forth in other Statements of Work as agreed between the parties.

Throughout the Term of this Order Form, Client will have the ability to purchase additional licenses or data/file attachment storage at the rates identified in the tables below:

Cost for additional licenses:

Full User	$1,725 per year for each additional user
Light User	$575 per year for each additional user

Cost for additional data storage:

Moving from current storage of 1.0GB to a data storage of 1.01 GB to 5.00 GB	Additional cost of $8,625 per year

Cost for additional file attachment storage:

Non-Searchable File Attachment storage	$2,875 per year to add additional 100 GB of file attachment storage
Searchable File Attachment storage	$1,150 per year to add additional 50 GB of file attachment storage

ORIGAMI RISK

APPENDIX A-1
SERVICE DESCRIPTION

ORIGAMI RISK
SERVICE DESCRIPTIONS AND SERVICE-SPECIFIC TERMS AND CONDITIONS

SUBSCRIPTION/LICENSE DESCRIPTIONS

Base Subscription Functionality	
Risk Management Information System (RMIS)	Includes risk management functionality, including incidents, claims, insurance policy management, locations, and safety
* Origami may offer other base functionality that is not explicitly listed above.	

User Licenses	
Full User	These licenses provide the right for a named individual to access all the capabilities and features of the Service, except those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits. These licenses have access to Extended Functionality features to the extent selected.
Light User	These licenses provide the right for a named individual to access the dashboard, reports pre-configured for them, and read-only access to other areas of the Service. Light Users do not have access to Administration features or Extended Functionality features.

Data Entry Licenses	
Enterprise Wide Record Entry	These licenses are not named licenses and have access only to enter records either by (1) an anonymous collection portal, by clicking an anonymous collection link generated via the administration features in the Service ("Portal Data Entry") or (2) granting access to a URL sent from the Service as a Data Entry Event email notification, giving time limited access to a single record ("Grant Access").

Extended Functionality Licenses	
Mobile Forms App	This license may be used by any named user for no additional license fee, but service hours are required for configuration.

Subscription Notes:

1. Origami adds generally available features from time to time that may require configuration prior to use. If Client requests Origami's assistance in this configuration, Origami may require support hours or professional service hours for any such configuration.

2. In addition to the generally available features, Origami may occasionally deploy new functionality that will require a separate license. These features may require additional fees based on record volume, number of additional users accessing the new features, or some other incremental cost driver. Client may agree to add such a new license in an Order Form.

HOSTING AND CLOUD MANAGED SERVICES

Origami will host the application and data and will backup Client Data at periodic intervals each day as set forth in the Service Level Agreement.

If Client has purchased a separate ongoing testing environment, the following terms and conditions apply:

- Origami will conduct quarterly refreshes of data from production at Client's request.
- Origami's Service Level Agreement does not apply to the testing environment.
- Upon Client request, additional refreshes can be requested and will erode Client Support hours.
- Client understands that the testing environment is updated with software changes regularly.
- Any data manipulation or transition of forms between the environments will erode Client Support hours.

DATA PROCESSING

Origami will process the claims data received from Client data providers and maintain import and/or export routines and schedules with third parties as indicated in the applicable Order Form.

In connection with these data processing activities, if any, Client agrees that it will:

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- Use tools in the Service to resolve exceptions, if any, such as missing locations, incomplete code maps, and other exceptions, which may occur in the update as a result of data errors or missing data from data providers.
- Notify Carrier / TPA of data exceptions when appropriate to have data corrected at source.
- Ensure the ongoing performance of import and export responsibilities of each 3rd party system.

ADDITIONAL SERVICES

Additional subscriptions, users, hosting or other use beyond that which is listed in the Order Form shall require additional fees. Origami shall invoice Client, and Client shall pay for any additional licenses, hosting, service hours or other usage in excess of what is specified in the applicable Order Form. All such fees will be at Origami's then-current rates. If needed, additional services can be purchased through an Order Form or Statement of Work, as applicable.

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STATEMENT OF WORK #20240205

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This Statement of Work ("SOW") describes services to be performed by Origami Risk LLC ("Origami") for City of Irvine ("Client"). This SOW is subject to all the terms and conditions of the Software Subscription Agreement between Client and Origami (the "Agreement"), into which it will now be integrated as Exhibit B. Capitalized terms used herein shall have the meanings set forth in the Agreement

OVERVIEW

This SOW sets forth the Professional Services to conduct the implementation of the Service. The term of this SOW shall begin on the Effective Date as defined in the Order Form #20240205 and continue until Go-Live of the Service (as defined below).

This SOW does not include subscriptions to the Service. All subscriptions and associated fees are set forth in a separate Order Form between the parties.

As an overview, Client will be using the system for the purposes of new incident reporting and incident management. A portal will be setup for new incident reporting (with access provided to employees and volunteers) as will Origami's standard Mobile App.

Data will be imported from Client's two TPAs (Liability TPA, George Hills and WC TPA, Adminsure) which will provide weekly imports of claims information. In addition, Origami will have an daily import of employee details from Client's Active Directory.

There will be no claims administration / adjudication in the system as Client's TPAs handle all claim types.

Client has no current system in place, so there will be no historical data conversion effort in this SOW. Client will be starting fresh with Origami going forward. Claims history will come from the claims data from the TPA feeds (George Hills/Adminsure) imports.

Client's goal is to aggregate data and provide useful trends and reports. As such, provision of reports/analytics and scheduled/burst reports and dashboards are part of Client's goals in the system. The Implementation section of this SOW includes provision of standard Origami reports/dashboards and hours to ensure that custom reports/analytics are built to support Client's analytical needs.

Lucity (Client's Fleet Schedule) was an interface that was discussed, but ultimately removed from the scope of the project by Client so is not part of this SOW.

The following sections of this SOW further describe the process, responsibilities & deliverables to be accomplished during the implementation process.

IMPLEMENTATION

Implementation Process

Implementation is the process of configuring the Service for use by Client including system settings, supporting Client in loading data, initial user training, and other work identified in this section of the SOW. The implementation phase is completed when Client is able to utilize the Service platform for the purposes contemplated by the implementation tasks set forth below in this SOW, referred to by Origami as being Live in the system. Origami will manage the overall implementation process, including scheduling and leading meetings, communicating with the team, follow up documentation, and maintaining the project schedule through the Go-Live date. Once Origami moves Client from its staging environment to its live production environment, any additional use of Origami's staging environment after Go-Live will incur additional hosting fees.

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Client's provision of timely and accurate specifications, direction and feedback is essential to the implementation. Both parties understand that time is of the essence with regard to the implementation and agree to use reasonable and good faith efforts to promptly complete the implementation.

Origami provides fixed price implementations based on (i) reasonable estimates from Client to complete the deliverables as scoped in this SOW and (ii) Client's continued and uninterrupted effort toward Go-Live. Any voluntary project interruptions or stoppages ordered by Client outside of the project plan or any failures by Client to meet the obligations above will result in the conversion of the implementation to a time and expense engagement, effective upon email notice from Origami to Client and billed monthly as incurred at Origami's bundled hourly rate set forth below after crediting Client for any remaining unused portion of the fixed price.

Service Implementation

Based on the specifications from the Client, Origami estimates that it will need to provide 690 hours of professional services for the implementation deliverables set forth in this SOW (including, without limitation, training and project management hours). If there are any changes to the scope of such deliverables, the parties will agree to meet and negotiate in good faith an amendment to this SOW to resolve any issues and to address any additional requirements. The implementation services will include the following:

Origami will:
- Support configuration of Single Sign-On (SSO) for named users using SAML2.0 and provide Origami's SSO Guide to Client for client side configurations needed for SSO
- Configure 1 Portal for field based reporting of new incidents by all employees
- Configure up to 6 different User Security Profiles/Roles
- Develop the incident forms for Auto Liability, Auto Physical Damage, Property, General Liability, Professional Liability, Workers' Compensation
- Deploy Origami's standard out of the box FMLA claim type to include Origami's standard "Leave Period" functionality to allow for manual tracking of leaves of absence. Notes, emails and tasks can be associated to allow for tracking these leave periods.
- Mirror/replicate the above incident types into Claim form layouts for these same coverage types
- Mirror/replicate the above incident types into Mobile Flex App form layouts for these same coverage types
- Deploy Origami's standard occurrence reporting allowing for tracking of multiple incidents within one occurrence/event.
- Deploy Origami's standard Location form layout and provide a one-time import of Client's Locations
- Reports - Deploy Origami's standard report module to include report templates, custom template and ad-hoc report writing capabilities. Origami to spend up to 12 hours to configure Client's desired reports using standard Origami RMIS templates and/or the custom template design tool*
- Dashboards - Provide access to Origami's standard Dashboard modules and spend up to 12 hours to configure default dashboards using standard Origami dashboard widgets*
- Provide access to Origami's standard Mail-Merge functionality and provide up to 15 hours to configure Client's desired form letter as mail-merge templates using Client's provided letter templates & forms.* (A known letter to be produced using these hours is the State of California DWC-1 form.)
- Provide access to Origami's standard Data Entry Event functionality and spend up to 24 hours to configure Client's events with corresponding system actions (workflow alerts, notifications and process automation)*

*In the event that additional hours in excess of the hours allocated herein are needed to complete the implementation deliverable, the parties may enter into a separate amendment or statement of work to purchase such additional hours.

Client will:
- Configure SSO on Client side to support Single Sign On authentication
- Provide specifications, direction, and feedback as needed by Origami in a timely manner.
- Configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.

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Convert Legacy System / Data – Not Applicable
- Not applicable. There is no historical data to be imported into the Origami system. Client will be starting fresh in Origami collecting data going forward.

Loading Carrier / TPA Claims Data for Data Processing
Client has 2 TPA's which claims only data will be imported from on a weekly import basis.

Origami will:
- Provide Client with text for data request letters suitable for requesting necessary data from:
  - o (1) George Hills – Liability TPA
  - o (2) Adminsure – WC TPA
- Convert and load the initial system data from the sources named below:
  - • TPA – Claims & Transactions (no adjuster notes) into Origami from George Hills - updated weekly
  - • TPA – Claim, Transactions and Adjuster Notes into Origami from Adminsure - updated weekly

Client will:
- Arrange for the above data to be sent to Origami from George Hills (Claims and Trans) and Adminsure (Claims, Trans & Notes) on a weekly basis

Configuring Automated Interfaces, Imports & Extracts To / From 3rd Party Systems

Origami will:
- Implement import / export routines and schedules required to accommodate items listed below.
  - ▪ HR Employee Demographic Import – daily import of employee details from Active Directory
  - ▪ File Attachment Export – nightly export of file attachments from Origami to OnBase for Client's backup purposes

Client will:
- Arrange for data to be delivered in the agreed upon format, on the agreed upon schedule from the above systems/vendors.
- Coordinate any action required by above systems/vendors to receive and utilize data feeds coming from Origami in the agreed upon format, on the agreed upon schedule.
- Be responsible for any third-party fees associated with usage of their services/systems.

Configuration of Incident Intake Process

Origami will:
- Configure the Enterprise Portal Data Entry Screens to accurately mirror Client's existing process (with below improvements)
- Build the workflow in the Service for proper email notification, mail merge document distribution and task creation according to Client's business rules.

Client will:
- Provide screen shots of existing intake forms currently in use.
- Work with Origami to identify opportunities to improve on current intake forms and process.
- Specify the workflows and individuals required for event triggered emails, tasks and mail merge

Training

Origami will:
- Provide up to 16 hours of training to Client during the implementation period set forth in this SOW. Client Support hours will be eroded for training following this implementation period. Training will be provided at Client offices or online at Client's request. Training can be provided in one session or several on mutual

agreement between Client and Origami. Travel & Expenses associated with any on-site training will be pre-approved by Client and billed as incurred.

Client will:
- Provide Origami with guidance about the employees to be trained and any training requirements or a preferred approach.
- If training is to be provided in Client office, provide appropriate meeting space and internet access so Origami can perform the training and also provide for transportation and other expenses for Client employees who attend the training.

Project Management

Origami is founded on a set of **ITERATIVE** processes from top to bottom. These contemporary tenets are the foundation of Origami's ability to deliver better service and faster and more accurate implementations. Origami also maintains a set of best practices, tools and experts for our clients who require a more **TRADITIONAL** approach to managing their implementation project. The selection below indicates the project management model included within this SOW:

This SOW includes:
[Included] Iterative Project Management
[Not Included] Traditional Project Management

Iterative Project Management - Included
Origami will:
o Schedule and lead initial kickoff call or meeting.
o Lead 30-minute status calls every two weeks throughout the term of the project (or as otherwise agreed upon by both Origami and the Client) with attendees which will be determined at project kickoff and as may be adjusted as needed throughout the duration of the project.
o Maintain a project schedule on a weekly basis with key deliverables and expected dates to drive design, configuration, and sign off of specifications and unit testing for each deliverable to ensure project stays in scope and on time.
o Provide a project dashboard and QRAID (Questions, Risks, Actions, Issues, Decisions) log to provide oversight on issues which may impact scope, resources or timeline.
o Coordinate all activity within Origami to complete Origami's tasks on schedule and ensure project team's collaboration and accountability.

Client will:
o Participate in status calls and working meetings.
o Complete all Client assigned project tasks (e.g. discovery sessions, data gathering, unit testing, sign off) in accordance with the agreed upon timeline
o Coordinate all activity within Client's organization to complete Client's tasks on the project schedule.
o Coordinate all activity of Client's 3rd party providers (data sources, brokers, TPAs, etc.) required to complete tasks on the project schedule

Traditional Project Management – Not Included
If included, in addition to the responsibilities listed in Iterative Project Management above, Origami will designate a Project Manager to provide a specified number of hours of project management during the Implementation. This Project Manager will (1) manage the Origami tasks listed in Iterative Project Management above, (2) coordinate meetings and discussions with stakeholders as needed to maintain project progress, and (3) maintain a library of written artifacts and documentation including:

o Formal project kickoff agenda
o Communication plan
o Formal stakeholder analysis
o Project charter
o Collaboration website
o Detailed work breakdown structure
o Weekly project status calls, agenda, meeting notes

o On site agendas
o Change control management
o Executive steering committee status call agenda (as needed)
o Origami governance decision management document
o UAT test plan for critical items (dependent on Client input and test cases provided)

ORIGAMI RISK

o Detailed issues and risks log
o Action items list
o Detailed project plan

o Executive project dashboard
o Lessons learned analysis

Client Roles and Responsibilities

- Client will designate, prior to the start of the implementation, a single point of contact who shall be responsible to coordinate and manage all activities required within Client's organization and make decisions on behalf of Client. This single point of contact may be changed at any time upon Client's notice to Origami.
- Client will designate, prior to the start of this engagement, at least one System Administrator ("Client SA") who will be responsible for working with Origami to implement the Service and maintain the Service thereafter, and who will provide ongoing production support to Client's users, both internal and external. Client SAs will be responsible for setting up and assigning security rights and maintaining user IDs for all users. Client SAs will have sufficient knowledge, skills and abilities to perform their identified project roles.
- Client will provide requested information within a reasonable timeframe as agreed upon by Client and Origami; if providing the requested information is not achievable or will take longer than preferred, Client will promptly inform Origami of the situation and alternative solutions will be determined.
- Client will help resolve project issues and assist with bringing issues to the attention of the appropriate persons within the organization, as required.
- Client will be primarily responsible for obtaining information and resolving any issues pertaining to third party products or services used by Client, if necessary.
- Client agrees generally to provide other reasonable assistance and cooperation to see that services are successfully completed.
- For any deliverables that Origami provides to Client for approval, Client will confirm approval or provide necessary details on any requested remediation promptly unless otherwise agreed between the parties.
- Client will be responsible for testing and quality assurance related to the implementation to ensure that all configurations and customizations operate as intended (including functionality, usability and data access rights), and Origami shall not be responsible for any damages caused by any such configurations or customizations.
- Client will have final responsibility for decisions regarding all configurations and customizations (such as forms, dashboards, interfaces, reports, workflows and data flows) created by or for Client or Client's users in the Service.
- At the conclusion of the implementation as set forth herein, Client agrees to use good faith efforts to respond to any Origami questionnaire or other request for feedback.

Marketing Terms

A. Unless expressly prohibited in writing by Client, Origami may use Client's name, logo, and any testimonials/quotes in Marketing and Sales materials (including the Origami website).
B. Upon Origami's request, Client will cooperate in good faith with Origami in conducting case studies or in drafting a press release.

PRICING AND INVOICE SCHEDULE

Origami will invoice Client $ 45,625 for the professional services detailed in this SOW. Such payment shall be invoiced by Origami and due by Client immediately upon signature of this SOW by both parties.

If needed, additional professional services can be purchased through a separate statement of work. All fees are subject to state sales tax, where applicable. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

ORIGAMI RISK

EXHIBIT C

SERVICE LEVEL AGREEMENT (SLA)

SYSTEM AVAILABILITY

Origami's software-as-a-service (the "Service") will be available 99.5% of the time, excluding unavailability as a result of any Excluded Event (the "Availability Requirement"). This includes holidays, weekends, and non-business hours. It does not include planned downtime. In normal circumstances, Origami will schedule downtime between 9:00 PM Eastern Time and 2:00 AM Eastern Time with an aim for such downtime to occur over the weekend.

"Excluded Event" means (i) scheduled maintenance windows of which Client is notified at least 24 hours in advance and which occur outside of normal business hours; (ii) scheduled repairs of not more than two hours duration in any one week period of which Client is notified at least four hours in advance and which occur outside of normal business hours; (iii) critical repairs including security updates where advance notice cannot be reasonably provided; (iv) interruptions caused by transmission errors, Internet service providers, vandalism, user error or other factors beyond Origami's or its direct service providers' reasonable control; or (v) interruptions caused by any act or omission of Client (including any employee, contractor, agent, customer, investor, consultant or third party user of Client or any of Client's affiliates who uses or accesses the service), including any failure or delay in the performance of its obligations or failure of Client's equipment or non-Origami software. The Availability Requirement applies only to the Service's production environment and not to the Service's staging environment.

Service Credits:

> In the event there is a material failure of the Service to meet the Availability Requirement in any calendar month (a "Service Level Failure"): Origami will provide Client with a service credit on the next annual invoice equal to the pro-rated charges for one (1) full day of the affected services (e.g., 1/30 of the monthly fee, assuming a thirty (30) day month) for each day during which there was a Service Level Failure in such calendar month (a "Service Credit"). For clarity, such Service Credit shall not include credit for hosting fees, data processing fees, professional services fees or any other prepaid bundled fees other than licensing fees.

> If Client believes that it is entitled to receive Service Credits, Client shall notify Origami in writing within seven business days after the applicable calendar month with a description of the Service Level Failure and the date and time of such Service Level Failure. If Client does not notify Origami within such timeframe, then Client shall be deemed to have waived all claims with respect to such Service Level Failure (but not to any future Service Level Failure). Origami will make all determinations regarding Service Credits in its reasonable discretion.

> For any given month, Client shall in no event be entitled to receive a Service Credit that exceeds 100% of its monthly license fees for such month. Client agrees that Service Credits are the sole and exclusive remedy for any Service Level Failure.

BACKUP AND RECOVERY

Origami currently backs up transactions every 15 minutes via incremental backups. A differential database backup is performed nightly and a full backup is performed weekly. Backups are stored off site via Amazon S3, which has multiple redundancy and 99.999999999% durability and 99.99% availability of objects over a given year. Periodic database restore tests are performed to validate that backups are valid. Origami retains weekly backups for a minimum of six months.

NOTICES

Two email subscription options are available to each user of the Service. These determine the type of communication that they will receive from Origami.

- Emergency: Receive emails concerning outages and other system problems

ORIGAMI RISK

- Maintenance: Receive emails concerning scheduled maintenance on the system.

In addition, any user of the Service can visit http://status.origamirisk.com/ to view the current system status.

SERVICE REQUESTS

Origami will respond to service related incidents or issues within the following time frames:

Urgent Requests
An urgent request for service concerns a new development that significantly affects a major business task with no workaround. Client will request urgent support by sending an email to support@origamirisk.com with the word "Urgent" in the subject line. An urgent request made between 7:00 AM Central Time and 7:00 PM Central Time will typically be responded to immediately. If Client does not receive a prompt response, Client may escalate by contacting any Origami service or support employee or manager via contact information provided to Client. The target resolution time for an urgent issue is as soon as possible.

Normal Requests
A normal request for service is any service request that is not urgent. A normal service request will typically be responded to within one business day. Client will request support by sending an email to support@origamirisk.com. Client may also call or email any member of the Origami support team directly.

SECURITY

Any access to the Service requires a unique user id and password. Passwords must adhere to standard password security rules including minimum length and complexity. Origami uses a role-based security model. Client is responsible for assigning and maintaining role, location, and coverage security for users. Client's system administrators can use the tools in the Service to review and change security rights, edit the user profile, and reset the password. User passwords are encrypted in the Origami database using a SHA-256 hash algorithm.

System locks out user after five login attempts with an incorrect password. An administrative user must then reset the user's password and unlock the user account.

Origami uses TLS v1.2 or higher for all communications over https. Origami databases are fully encrypted using 256-bit AES encryption.

Claim, Transaction, and Notes data sent to the Origami FTP site must be encrypted using at least 128 bits. Origami uses Open PGP for file encryption and can provide an encryption key to be used by the client. Origami will keep the files on a secured files system in encrypted format except during the import process. When the import process is completed, unencrypted files are removed from the system.

ORIGAMI RISK

EXHIBIT D
PRODUCT REQUIREMENTS

A licensed user of Origami Risk requires internet access and a browser to access Origami Risk.

Supported Browsers:

- Chrome: Recent and current versions
- Firefox: Recent and current versions
- Internet Explorer: Version 11*
- Microsoft Edge (Chromium): Recent and current versions
- Safari: Recent and current versions

Origami Risk is written to the HTML 5 standard. Other browsers that support this standard should also work but have not been tested.

* Microsoft has announced that support for the Internet Explorer 11 browser will end on August 17, 2021. As of that date, IE11 will no longer be a supported browser for use of Origami Risk.

Mobile:

- Origami recommends a 4G connection.
- 3G is supported and provides reasonable performance.

Screen Resolution

- The minimum supported resolution is 1024x768 pixels.
- The recommended resolution is at least 1280x768 pixels.

Notices

- Chrome is a trademark of Google Inc., used with permission.
- Firefox is a trademark of The Mozilla Foundation, registered in the United States and other countries.
- Internet Explorer and Microsoft Edge are registered trademarks of Microsoft Corporation in the United States and other countries.

    Safari is a registered trademark of Apple Inc., registered in the United States and other countries.

✈ ORIGAMI RISK

EXHIBIT E
INSURANCE REQUIREMENTS

1. **General Requirements**

Without limiting Origami's indemnification obligation as set forth herein, Origami shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Origami and its employees. The insurance required hereunder shall be maintained by Origami at all times during the Term and for at least two (2) years after the last date on which Origami provides Services (including any Transition Services) pursuant to this Agreement.

Furthermore, all insurance policies required hereunder shall be written for not less than the greater of the limits of coverage specified herein or the limits of coverage required by law in any jurisdiction with authority over Origami's operations or performance.

2. **Coverages and Specific Requirements**

The policies and amounts of insurance required hereunder shall be as follows:

A. **Commercial or Comprehensive General Liability Insurance** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for liability arising out of Origami's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. Such insurance shall be endorsed to:

   (1) Include the City of Irvine (collectively hereinafter "Client and Client Personnel") as additional insured for claims arising out of Origami's performance of this Agreement. This requirement may be met through the use of a "blanket" additional insured endorsement. For purposes of clarity, the legal entity defined as "Customer" as set forth in the Agreement (and as "Client" in this Exhibit) shall be deemed to cover the City of Irvine, its officers, employees, agents, and representatives for purposes of defining the scope of who is included as an additional insured hereunder.

   (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to Client. This requirement may be met through the use of a "blanket" additional insured endorsement.

B. **Automobile Liability Insurance** with a limit of liability of not less than $1,000,000 combined single limit. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above.

   Such insurance shall include coverage for all "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to: provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to Client. This requirement may be met through the use of a "blanket" additional insured endorsement.

C. **Workers' Compensation Insurance and Employers' Liability** in accordance with the Labor Code of California and covering all employees of the Origami providing any service in the performance of this agreement. Workers' Compensation and Employers' Liability policies must afford compensation benefits for all employees in an amount sufficient by virtue of the laws of the state or jurisdiction in which the Services or any portion of the Services are performed and employers' liability insurance with limits of not less than $1,000,000 for each accident or disease. Workers' Compensation and Employers Liability policies must include an "Alternate Employer Endorsement", and this must be noted on the certificate. Such insurance shall be endorsed to:

(1) Include an Alternate Employer Endorsement A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

In the performance of the work under this Agreement, if Origami does not employ any person in any manner so as to become subject to the workers' compensation laws of California, Origami agrees to indemnify, defend and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all clams, liabilities, and losses related to personal injury or death, economic losses, and property damage arising out of Origami's failure to provide such worker's compensation insurance. Origami agrees that, is Origami should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, Origami shall forthwith comply with those provisions, immediately furnish insurance certificates evidencing such coverage as set forth herein and notify the City of the change in status.

D. **Cyber Liability/ Technology Errors and Omissions Insurance** in an amount not less than $10,000,000 per claim and annual aggregate, covering (1) all acts, errors, omissions, negligence, infringement of intellectual property; (2) network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or negligence in the handling of confidential information, privacy perils, including coverage for related regulatory defense and penalties; (3) data breach expenses payable whether incurred by Client or Workday, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for Client or on behalf of Client hereunder.

E. **Umbrella (Excess) Liability Insurance** in an amount not less than $5,000,000.00 per occurrence and in the aggregate limit bodily injury/property damage, in excess of the commercial general liability insurance and business automobile insurance described above.

F. **Evidence of Insurance**: Origami shall provide to Client a Certificate of Insurance evidencing such coverage promptly upon Client's written request (no more often than once in any 12 month period). The Client's insurance certificate tracking services provider, Exigis, LLC, will send Origami an email message providing instructions for submitting insurance certificates and endorsements.

The Client project title or description MUST be included in the "Description of Operations" box on the certificate.
Certificate Holder:
City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

G. **Endorsements**: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Client.

Additional Insured Endorsements shall not:
(1) Be limited to "Ongoing Operations"
(2) Exclude "Contractual Liability"
(3) Restrict coverage to the "Sole" liability of Provider
(4) Contain any other exclusion contrary to the Agreement.

Notwithstanding the foregoing, 'blanket' insurance endorsements may be accepted by Client following review by Client's risk management group.

H. **Acceptability of Insurers**. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law.

3. **Notice of Cancellation of Insurance**

Origami shall provide Client with notice in accordance with policy provisions. Notwithstanding the foregoing, Origami shall promptly notify Customer in the event of any cancellation of insurance which result in any lapse in any coverages as required above (which such notice may be provided through a communication made to Origami's general customer base including notification through the Origami community portal).