

FIRST AMENDMENT TO SOFTWARE SUBSCRIPTION AGREEMENT BETWEEN ORIGAMI RISK, LLC AND POUDRE SCHOOL DISTRICT R-1

This First Amendment (“Amendment”) effective the 3rd day of July, 2025, is attached to and forms part of the Software Subscription Agreement between Poudre School District R-1 (the “Client”) and Origami Risk LLC (“Origami”) executed July 9, 2014 (“Agreement”), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Agreement between the Client and Origami. The purpose of this Amendment is to amend the terms and deliverables between the Client and Origami.
2. **Term of Agreement.**
 - 2.1. At the conclusion of the term dated July 8, 2025, as outlined in section 1.1 of the Agreement, the Client and Origami elect to extend the term of the Agreement beginning on July 9, 2025, through July 8, 2028.
3. **Amended Responsibilities.**
 - 3.1. The total cost for Services shall be as set forth in Origami’s Order Form #20250709, hereby attached to this First Amendment as Exhibit B-1 and made part of this Agreement.
 - 3.2. Exhibit C is deleted hereby in its entirety.
 - 3.3. Replace Exhibit C with the Client’s Insurance Requirements, hereby attached to this Sixth Amendment and made part of this Agreement.
 - 3.4. Add Exhibit D with Poudre School District’s Student Data Information Request for Software Services, hereby attached to this First Amendment and made part of this Agreement.
 - 3.5. Add Exhibit E with Poudre School District’s Confidentiality Addendum.
 - 3.6. Add Section 13 with the following language:
 - 3.6.1. **Accessibility.** Origami’s Service shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the State of Colorado’s Governor’s Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. Origami shall also comply with Level AA of the Web Content Accessibility Guidelines (WCAG) 2.1, incorporated in the State of Colorado

technology standards.

3.6.1.1. Origami shall ensure compliance by providing its most recent Voluntary Product Accessibility Template (VPAT).

3.6.1.2. Origami agrees to indemnify, hold harmless, and assume liability on behalf of the District for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the District in relation to Origami's noncompliance with accessibility standards for an individual with a disability adopted by the Office of Information Technology pursuant to C.R.S. § 24-85-103.

3.7. In Section 10 (a), add the following language, which is underlined:

Disclaimer of Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL ORIGAMI BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO 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.

3.8. In Section 10 (b), strike the following language and add the underlined language:

Limitation of Liability. ~~UNDER NO CIRCUMSTANCES SHALL~~ TO THE EXTENT PERMITTED BY LAW, ORIGAMI'S AGGREGATE MAXIMUM LIABILITY 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 AGAINST ORIGAMI.

3.9. In Section 8(a), add the following underlined language:

Indemnification. Origami agrees to indemnify, defend, settle, or pay any third party claim or action against a Client Party for any grossly negligent or willfully reckless act or omission by Origami, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this agreement, including a claim for infringement of any U.S. patent or copyright arising from

Client's use in accordance with this Agreement of the Services.

4. Special Provisions.

4.1. Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the Client and Origami shall remain unchanged and in full force and effect.

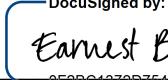
5. General Provisions.

5.1. Entire Agreement. The original Agreement and this First Amendment constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

5.2. Signatures. This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

IN WITNESS WHEREOF, the Client and Origami have signed this Agreement as of the date first set forth above.

ORIGAMI RISK LLC

By:  Earnest Bentley

Name: Earnest Bentley
Title: Chief Revenue Officer

POUDRE SCHOOL DISTRICT R-1

By:  R David Montoya (Aug 25, 2025 08:29:17 MDT)

R. David Montoya
Chief Finance Officer

Exhibit B-1



ORDER FORM #20250709

CONTACT INFORMATION	
Client: Poudre School District R-1	Bill To Contact: Kristin Bennett
Address: 2407 Laporte Avenue	Bill To Email: kbennett@psdschools.org
Fort Collins, CO 80521	
Primary Contact: Kristin Bennett	Is purchase order (PO) required? <input checked="" type="checkbox"/>
Primary Contact Email: kbennett@psdschools.org	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: 2025-07-09

RECURRING SUBSCRIPTIONS – LICENSES	
Subscription	Quantity / Functionality Purchased
RMIS	Functionality Selected
Full User(s)	2 User(s)
Light User(s)	18 User(s)
Enterprise-Wide Record Entry	Up to 3000 records added per year
	Annual Total: \$48,300.00

RECURRING SUBSCRIPTIONS – HOSTING	
Subscription	Quantity / Functionality Purchased
Hosting, Network & Storage	Up to 1 GBs of Database Size
Free Non-Searchable File Attachment Storage	Includes 100 GBs of Non-Searchable file storage
	Annual Total: \$8,625.00

RECURRING SUBSCRIPTIONS – DATA PROCESSING	
Subscription	Quantity / Functionality Purchased
CCMSI Daily Batch Claim Export	Special Data Processing
	Annual Total: \$2,535.75

RECURRING SUBSCRIPTIONS – Client Support	
Subscription	Quantity / Functionality Purchased
Client Support Tier	Selected Client Support tier includes support resourcing based on up to 2 hours of Client Support services per month beginning on the Effective Date.
	Annual Total: \$7,500.00

Annual Fees (before discount): \$66,960.75
Discount (applied to \$66,960.75): (\$4,034.05)

Total Annual Fees: \$62,926.70



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. Origami and Client agree that the term of the Agreement shall be extended through the duration of the term of this Order Form.

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 at origamirisk.com/servicedescriptions, which are hereby incorporated by reference in the form available at such link as of the Effective Date. Additional professional services may be set forth in other Statements of Work as agreed between the parties.



ORDER FORM APPROVAL

The undersigned agree to this Order Form.

ORIGAMI RISK LLC

By:  

Name: Earnest Bentley
(Print Name)

Title: President, Risk Solutions

Date: 5/2/2025

POUDRE SCHOOL DISTRICT R-1

By: _____

Name: _____
(Print Name)

Title: _____

Date: _____

Exhibit C

INSURANCE REQUIREMENTS

Insurance. Contractor, at its expense, shall purchase and maintain in effect at all times throughout the duration of the Agreement, all insurance requirements and limits as set forth below. Policies providing such limits of coverage via a primary policy plus an umbrella or following form excess policy will be satisfactory. All insurance shall be written by a carrier legally authorized to write such insurance in the state of Colorado provided the carrier has a current A.M. Best rating of A- VII or higher. Contractor's Commercial General Liability policy shall be primary and non-contributory with any such insurance policy maintained by additional insureds. Insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide written notice to the District upon cancellation or modification of a policy that would result in Contractor being unable to meet its insurance obligations under the Agreement. The insurance requirements specified in this herein shall not reduce the indemnification liability that Contractor has assumed in elsewhere.

Contractor shall furnish the District with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates upon reasonable written request by the District. Such certificates shall specifically state the inclusion, or the coverages and the provisions set forth herein and shall state whether the coverage is written on a "claims made" or "per occurrence" basis. For any policies written on a "claims made" basis, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Receipt, review, or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance requirements contained herein.

Memorandums of Insurance will not be accepted. Certificates of insurance must be sent to: COI@psdschools.org.

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$1,000,000
- General Aggregate \$2,000,000
- Coverage must be written on an "occurrence" basis.
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement.

Technology Errors & Omissions and Network Security & Privacy

Minimum Limits

- Per Loss \$1,000,000
- Aggregate \$3,000,000

- Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Contractor shall maintain continuous coverage, as required by the Agreement, for this period.

If the services include collecting, receiving and/or storing Personal Identifiable Information (PII), the insurance must also provide coverage for:

- Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

Exhibit D



Poudre School District

STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

Colorado's Student Data Transparency and Security Act [*C.R.S. Section 22-16-101 et seq.*] requires Poudre School District (PSD) to set forth certain contractual requirements before agreeing to the use of products that share student data. Due to the specificity of this language, PSD has opted to use its own contract to ensure compliance and alignment with the law and U.S. Department of Education recommendations regarding National Institutes of Standards and Technology Guidelines for Media Sanitization.

The law defines Student Identifiable Data as all items which are collected, maintained, generated, or inferred through use of the service, which includes metadata. This means any data element in the software's data table that can be connected to a student must be transparently identified along with how the data will be used. Because this may be different from what the company has reported under the Family Educational Rights and Privacy Act (FERPA), the District recommends pulling the data table to include all data elements.

Please provide the following information to facilitate the contracting process:

1. Detailed, formal description of product and scope of work to be completed.

- *Descriptions should not include wording such as "most used" or "used by X number of schools."*
- *Service descriptions should be detailed and free of sales language so it's clear what's being purchased.*

Origami is the District's Risk Management Information System (RMIS). The District sends a nightly feed to Origami. While Origami is used for several functions (Employee accident/injury reporting for Workers' Compensation, Visitor accident reports, Overnight Field Trip approval process, SchoolPay Item requests, LOA requests) and future functions (Bond tracking, COI tracking, Vehicle tracking and accident reporting), student data is only used for Student Accident reports and claims tracking. Origami provides the software and hosts the data.

2. What student data is collected through use of the system?

- *List all student data that's collected, maintained, generated, or inferred through use of the service; this includes information created or collected by the company.*

Student data that is uploaded in the nightly feed from Synergy: Student's full name; Address, Student ID, Age, DOB, Grade, School, Gender, Email address, home phone

<i>Student</i>	<i>Teacher</i>	<i>Admin</i>	<i>Meta Data</i>

3. What is the purpose of collecting student data?

Origami does not collect student data. The District provides it and Origami provides the software and hosts the data. Student data is only used for Student Accident reports and claims tracking.

4. What third parties does the company partner with who may receive student data in any format?

- *This includes storage and vendors receiving encrypted data.*

None.

5. What is the purpose of the third-party partners?

N/A

6. Please provide:

- Current quote (if available)

[This is included in the Request \(RITM0010271\)](#)

- Tiered pricing for future purchases

[Futures services are priced based on the SOW for each project.](#)

- Name and email for contract notices

[Parker Hendricks, phendricks@origamirisk.com](#)

- Name and title of person who will sign the contract

[Earnest Bentley, President, Risk Solutions](#)

- Does the system allow integration for rostering?

Yes No

If the above answer is yes, how is it completed?

[Not sure if this is the correct response, but the District does send a nightly feed of the data listed previously.](#)

The following pages contain an example that will serve as a guide for the company's IT team; these items are known as data tables or data dictionaries.

PSD must have specific information from the company in a separate document, which will become an exhibit to the contract. Links to online privacy policies will not be accepted; these policies must be transparently identified in a static document.

Exhibit E

**ADDENDUM TO THE
SOFTWARE SUBSCRIPTION AGREEMENT
BETWEEN ORIGAMI RISK, LLC
AND POUDRE SCHOOL DISTRICT R-1**

**CONFIDENTIALITY ADDENDUM
(Authorizing Redisclosure of Confidential Student Records and Information)**

This Confidentiality Addendum (“Addendum”) is made and entered into by and between Origami Risk LLC (the “Contractor”) and Poudre School District R-1 (the “District”), collectively referenced herein as the “parties.” This Addendum supersedes the Software Subscription Agreement, between Origami Risk LLC and the District (the “Agreement”) by adding to, deleting from and modifying the Agreement as set forth herein. To the extent any addition to, deletion from or modification of the Agreement results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and the terms of the Agreement that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect. In consideration of the mutual covenants, promises, understandings, releases and payments described in the Agreement and this Addendum, the parties agree to amend the Agreement by adding the following language:

1. Definitions.

1.1. As used in this Agreement, “personally identifiable information” is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s social security number, student number or biometric record; and (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name.

1.2. As used in this Agreement, “education records” is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Consortium.

1.3. As used in this Agreement, “confidential student records and information” is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include “de-identified confidential student records and information,” as defined in section 1.5 below.

1.4. As used in this Agreement, “collect” is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.

1.5. As used in this Agreement, “de-identified confidential student records and information” is defined as confidential student records and information from which all personally

identifiable information, and the ability to determine any personally identifiable information, is removed.

1.6. As used in this Agreement, “securely destroy” is defined as removing confidential student records and information from the Contractor’s systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor’s normal course of business.

1.7. As used in this Agreement, “eligible student” is defined as a student who is at least 18 years of age or who is legally emancipated.

2. **Ownership of Confidential Student Records and Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

3. **Security of Confidential Student Records and Information.**

3.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Top 20 Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Consortium shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado’s Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 *et seq.* Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

3.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

4. **Use of Confidential Student Records and Information.**

4.1. Under the Agreement, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and

conditions: (a) except as provided in section 4.2 below, Contractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Contractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Contractor shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations under the Agreement; and (d) at the conclusion of the term of the Agreement the Contractor shall, as directed in writing by the District, initiate the process to either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.

4.2. Contractor may to the extent necessary to perform its obligations under the Agreement disclose confidential student records and information to subcontractors as identified in Exhibit A hereby attached and made part of this Agreement (“Subcontractors”) pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

4.3. Contractor and Subcontractors may use de-identified confidential student records and information for purposes of research, the improvement of its products and services, and/or the development of new products and services. In no event shall the Contractor or Subcontractors re-identify or attempt to re-identify any de- identified confidential student records and information.

4.4. Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and not in the District’s possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”) and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 *et seq.* (“CORA”). The District, not the Contractor or Subcontractors, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

5. **School Service Contract Provider.** The Contractor is a “school service contract provider” under the Colorado Student Data Transparency and Security Act (the “Act”). Under the Act, a “school service contract provider” is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a “school service.” Under the Act, a “school service” is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a

preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

5.1. As a school service contract provider under the Act, the Contractor has provided the following information attached Exhibit B, hereby attached and made part of this Agreement: (a) the data elements of confidential student records and information that the Contractor collects under the Agreement, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which the Contractor collects the confidential student records and information; and (c) how the Consortium uses and shares the confidential student records and information. The Contractor shall update this information as necessary to maintain accuracy.

5.2. The Contractor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.

6. **Remedies.** If the Contractor or Subcontractor fail to comply with any of the foregoing requirements in sections 4, 5, or 6 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor and any one or more of Subcontractor from future contracts and subcontract with the District. Excluding any data breach, the District may allow an opportunity to cure a breach within thirty (30) days of written notice.

7. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.

IN WITNESS WHEREOF, the Contractor and the District have signed this Addendum as of the dates set forth below.

ORIGAMI RISK LLC

DocuSigned by:
By: 
0F2BC1372D7541B...
Date: 8/27/2025

POUDRE SCHOOL DISTRICT R-1


By: [R David Montoya \(Aug 25, 2025 08:29:17 MDT\)](#)
Date: 08/26/2025

ORIGAMI RISK, LLC**CONFIDENTIAL****SOFTWARE SUBSCRIPTION AGREEMENT**

This SOFTWARE SUBSCRIPTION AGREEMENT (this "Agreement") is entered into as of July 9, 2014 (the "Effective Date") by and between ORIGAMI RISK LLC, an Illinois limited liability company ("Origami"), and Poudre School District R-1, a school district organized and existing under the laws of the state of Colorado ("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.

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

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

"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. Client Data is the Confidential Information of Client and includes information protected from disclosure to third parties under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g). Origami's Confidential Information includes this Agreement (including all Statements of Work and pricing thereunder) and all Proprietary Rights with respect to the Services, Software, Custom Software and Work Product. Notwithstanding the previous sentence, Origami acknowledges that the Client is subject to the Colorado Open Records Act, Colorado Revised Statutes Title 24, Article 72 ("CORA"). Public records, as defined in the Act, may be made available to requesting parties if subject to disclosure under CORA.

"Custom Software" means specifically modified reports, dashboard panels, or other features or modules of the Software created by Origami for Client described in a signed Statement of Work or other written agreement between the parties.

"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.

"Downtime" means one or more Service Interruptions together totaling more than 60 minutes in any one day (12 a.m. – 11:59 p.m.).

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

"Non-Origami Events" means any (i) act or omission of any Client Party, including any delays in their performance or cooperation with respect to the obligations set forth in Section 2(j) or any Statement of Work; (ii) failure of any Client Party's equipment or software (other than the Service); or (iii) Force Majeure Event.

"Permissions" means the username and password provided to Client by Origami or by Client to Users for each User, as the same may be modified under the Service.

"Proprietary 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.

"Service" means the Software and Custom Software identified in the Statement of Work, together with any Updates thereto. The Service is accessible by Client via <https://live.OrigamiRisk.com> or another designated web site or IP address, rendered to Client by Origami.

"Service Interruption" means Client is unable to access the Service as provided herein, excluding (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 and (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.

"Service Provider" means a third-party service provider of Client and/or its Affiliates.

"Software" means the object code version of the software products set forth in the deliverables section of any applicable Statement of Work hereto and made available to Client under this Agreement by Origami.

"Statement of Work" means any statement of work entered into and mutually approved in writing by the

Origami Risk LLC

parties pursuant to this Agreement from time to time and attached hereto in Exhibit A.

"Third Party Technology" means proprietary technology of third parties that Origami provides, or enables access to, as part of the Service.

"Third Party User" means any customer, consultant or Service Provider of Client that is using or accessing the Service on behalf of the Client.

"Third Party User Agreement" means the user agreement between a Third Party User and Origami, as the same may be amended from time to time.

"Updates" means maintenance revisions, improvements, modifications, bug fixes, patches, corrections and enhancements to the Service that are provided by Origami generally to its customers. The term "Updates" shall not include custom reports or enhancements for which Origami charges a separate or additional fee.

"User" means any single employee, contractor, agent, customer, investor, consultant or Third Party User of Client or any of Client's Affiliates who uses or accesses the Service.

"Work Product" means software, programming, tools, documentation, and materials that are used, created, developed, or delivered by Origami to Client in connection with Custom Software, and all Proprietary Rights subsumed therein.

2. SERVICE.

(a) **Service.** Subject to the terms and conditions of this Agreement, during the term of this Agreement, Origami shall grant Client a non-exclusive right to permit its Users to access the Service, including all Updates, via the Internet. Client, its Affiliates and 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 the applicable Statement of Work or the Third Party User Agreement and Documentation. If Origami offers Client additional features ("Premium Features") that are not Updates or part of its Service offering, and if Client chooses to accept such Premium Features, Client and Origami shall enter into an amended Statement of Work reflecting the Premium Features and the fees ("Premium Fees") for such Premium Features.

(b) **Storage.** Client may store Client Data through the Service up to the amount set forth on the Statement of Work. If the amount of storage used exceeds this limit, Client will be charged, on a monthly basis, the excess storage fees pursuant to the Statement of Work. Origami will use commercially reasonable efforts to notify

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Client when it has used approximately 80% of its included storage space; and Client shall not be liable for any excess storage fees incurred prior to being notified that it has exceeded the amount of included storage space set forth above. Origami reserves the right to establish or modify its general practices and limits relating to storage of Client Data, provided that the minimum amount of storage included without additional charge and any security or privacy measures relating to Client Data may not be modified without Client's prior written consent.

(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 Client 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 could damage, disable, overburden, or impair any Origami servers or the networks connected to any Origami server; (vi) interfere with any third party's use and enjoyment of the Service; (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; (ix) use the Service in a manner intended to abuse or violate the privacy or property rights of others; or (x) 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 license the Service to the number of authorized Users as set forth on the Statement of Work. Each authorized User shall access and use the Service (i) in accordance with the terms of this Agreement and the applicable Statement of Work, Third Party User Agreement and Documentation, and, (ii) when applicable, through a unique and reasonably secure username and password as further described in the applicable Statement of Work, Third Party User Agreement or Documentation. The Service allows Client to grant different levels of access to Client Data, to different Users, as described in more detail in the Statement of Work. It is Client's responsibility to designate the applicable access to be granted to each User.

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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.

(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 the applicable Statement of Work, provided that Third Party User has agreed in writing in advance to be bound by at least the same restrictions with respect to the Service as Client or has entered into a Third Party User Agreement with Origami. Any rights granted hereunder with respect to the Service to Third Party Users shall expire or terminate immediately upon the termination of the 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 the applicable Statement of Work, Third Party User Agreement and Documentation and (ii) all violations of the terms or conditions of this Agreement and the applicable Statement of Work, Third Party User Agreement and Documentation by each Client Party.

(f) **Professional Services.** During the term of this Agreement, Origami will make available to Client certain professional services to the extent set forth on the Statement of Work. Client may also contract for expanded services for additional days and hours in accordance with 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, Client's operating systems, networks, hardware, or other related equipment of Client or 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) **Service Level.** Downtime and other Service Interruptions shall not constitute a breach of this Agreement.

(h) **Security.** Origami shall provide Client with the ability to create, modify and assign Permissions required for each User to access the Service. Client shall be solely responsible for safeguarding the Permissions and otherwise complying with the password and security procedures that Origami may establish from time to time. Client assumes full legal and financial responsibility for all instructions of any nature that are reasonably accepted and acted upon by Origami in accordance with such Permissions. Client shall promptly notify Origami if it

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becomes aware that the security of its Permissions has been compromised.

(i) **Client Obligations.** Client shall: (i) provide Origami with reasonable access to Client's premises as appropriate 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) assign personnel with relevant training and experience to work in consultation with Origami; (v) provide the equipment required (<http://www.origamirisk.com/index.php/support/equipment>) to operate the Service; (vi) safeguard the user ID's, 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; (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, integrity, legality, reliability and appropriateness of all Client Data; (ix) transmit Client Data only in an encrypted format, to be mutually agreed by the parties; and (x) take such other actions as are required of Client pursuant to this Agreement, including any Statement of Work.

(j) **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. Client represents and warrants to Origami that: (i) each such Client Party, and such other third parties 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.

(k) **Non-Origami 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 Statement of Work, if such delays or failures result or arise from any Non-Origami Events.

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3. PROPRIETARY RIGHTS.

(a) **Origami Proprietary Rights.** As between Origami and Client, Origami owns all right, title and interest, including all related Proprietary Rights in and to, or related to the Software, Custom Software, Work Product and Service, including all software programs contained therein. To the extent that any such Proprietary Rights do not otherwise vest in Origami or its licensors, Client hereby agrees to promptly assign such Proprietary 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 Software, Custom Software, Work Product, and Service 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 Software, Custom Software, Work Product or Service 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 Software, Custom Software and the Service rendered through use thereof all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any User relating to the Service. Such Software, Custom Software and Service, as updated, upgraded, or modified, shall be owned by Origami as provided in this Section. Nothing in this Section shall affect the ownership by Client of all Client Data as provided below or other Client proprietary information.

(b) **Client Data.** Client shall own all right, title and interest in and to the Client Data, which shall never be deemed to be Software, Custom Software, or Service, even if delivered or incorporated therewith. Origami shall have no responsibility, whatsoever, for the accuracy, quality, integrity, 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, in any way, 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 Statement of Work.

(c) **Custom Software.** As between Origami and Client, Origami shall be the sole and exclusive owner of all right, title, and interest in and to all Work Product and all Proprietary Rights subsumed therein. 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 the Statement of Work, and Client shall have no other right to use any Work Product.

(d) **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 immediately 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 in accordance with the Compensation Summary included in any 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, charges, tariffs, and duties and any interest and penalties arising under this Agreement, excluding taxes based upon Origami's income. All such taxes shall 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 Billing Schedule set forth in any Statement of Work or as otherwise agreed by the parties. Fees shall be due within 30 days of invoice date. Payments remitted 30 days shall bear interest at one percent per month. Except as provided in Sections 6(b) and 8(a), all Fees paid hereunder are non-refundable. If Client does not pay an invoice 15 days after notice that Origami intends to terminate this Agreement for nonpayment, then this Agreement and all of Client's rights hereunder will terminate without further notice.

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(e) **Insurance.** For the duration of the Agreement, Origami shall procure and maintain the required insurance specified in Exhibit C.

(f) Nothing in this section 4 or otherwise in this Agreement or the Exhibits attached hereto shall be construed in any way or applied in any manner as a compromise or waiver of the Client's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

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 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: (i) Receiving Party may disclose the Disclosing Party's Confidential Information to its Affiliates who have a need to know; (ii) Origami shall have a right to disclose Client's Confidential Information to Client's Affiliates and Service Providers, and Origami's employees and other agents; and (iii) all use of the Disclosing Party's Confidential Information shall be subject to all the restrictions set forth in 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 employees, agents or representatives prior to such disclosure or is independently developed by the Receiving Party or its employees, agents or representatives subsequent to such disclosure; or (iii) information that is subsequently lawfully obtained by the Receiving Party or its employees, agents or representatives from a third party without obligations of confidentiality. If the Receiving Party is required by law to disclose any portion of the

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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) **Survival.** The obligations set forth in this Section shall expire two years after termination of this Agreement; provided that the confidentiality obligations for Confidential Information constituting trade secrets shall survive the termination of this Agreement.

6. TERM AND TERMINATION.

(a) **Term.** This Agreement shall commence on the Effective Date and remain in effect for one (1) year. Client must provide notice at least ninety (90) days prior to the end of each one-year term, otherwise this Agreement shall automatically renew each year for up to two (2) subsequent one-year terms, unless terminated sooner in accordance with this Section. Notwithstanding any other term or provision of this Agreement, Client's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 – June 30) the Agreement is in effect. In no event shall Client's obligations constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

(b) **Termination.** This Agreement may be terminated by: (i) Origami pursuant to Section 4(d) or Section 8(a); or (ii) either party if the other party breaches any material term and fails to cure such breach within 30 days after receipt of written notice thereof. If Client terminates the Agreement for Origami's breach in accordance with this Section, 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. Client's failure to cause a User to comply with the terms of this Agreement or any uncured User noncompliance shall constitute a material breach of this Agreement by Client.

(c) **Events Upon Termination.** Upon the termination of this Agreement: (i) Origami shall deactivate the Permissions and cease providing the Service to Client, and Client and its Users shall cease use of the Service (ii) Origami shall invoice Client for all accrued Fees, including the full amount of any implementation fees specified in any Statement of Work or Exhibit B, and all reimbursable expenses. Client shall pay the invoiced amounts, including from previously issued invoices, within 10 business days of Client's receipt of such invoice; and (iii) if requested by Client no later than 30 days of the

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termination of this agreement and not more often than annually, and if Client has paid all invoiced fees, Origami will at its expense provide electronic files containing Client's data for claims, transactions, locations, policies, values, fleet, contacts, notes, and tasks. Additionally, upon termination of this Agreement for any reason other than by Origami pursuant to Section 6(b), the parties may agree in writing for the provision by Origami of certain transition services at Origami's then-prevailing hourly rates. The term and scope of such transition services shall be as set forth in a written agreement between Origami and Client.

(d) **Survival.** Except as otherwise set forth herein, in the event of termination of this Agreement for any reason, the provisions of Sections 2(i), 2(j), 2(k), 3, 5, 6(c), 6(d), 7(c), and 8 through 12, as well as all payment obligations, shall survive.

7. LIMITED WARRANTY.

(a) **Software 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 sole remedy for any breach by Origami of the warranty provided in this Section shall be replacement of 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's client service hours, or, if client service hours have been exhausted, charged to Client at Origami's then current hourly rate for such services.

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

(c) **Disclaimers.**

(i) EXCEPT AS OTHERWISE
EXPRESSLY STATED IN THIS AGREEMENT,
ORIGAMI MAKES NO WARRANTY OR

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REPRESENTATION WHATSOEVER, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE, CUSTOM SOFTWARE, WORK PRODUCT, THE 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, 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 or third party sources 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, other than as authorized by this Agreement.

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8. INDEMNIFICATION BY ORIGAMI.

(a) **Indemnification.** Origami agrees to indemnify, defend, settle, or pay any third party claim or action against a Client Party for infringement of any U.S. patent or copyright arising from Client's use in accordance with this Agreement of the Service. 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 and as Client's sole remedy therefor, 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 8(a) shall not apply where the claim is based in whole or in part on: (i) modifications to the Service or any component thereof made by anyone other than Origami; (ii) use of any Service in combination with a product not supplied by Origami; (iii) use of any Service other than in accordance with this Agreement or 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.

9. **INDEMNIFICATION BY CLIENT.** To the extent permitted by law, Client agrees to indemnify, defend and hold harmless Origami, its Affiliates, and all their officers, directors, members, managers, shareholders, employees and other agents for and against any damage, cost, liability, expense, claim, suit, action or other proceeding, to the extent based on or arising in connection with: (a) any breach of this Agreement by a Client Party; (b) a Client Party's violation of any Federal, state or local law, rule or regulation relating to its use of the Service or the conduct of such Client Party's business, including such Client Party's collection and use of any Client Data; (c) a

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claim, which, if true, would constitute a breach of Client's representations and warranties under this Agreement.

10. LIMITATION OF LIABILITY.

(a) **Disclaimer of Damages.** IN NO EVENT WILL ORIGAMI BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO 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 ORIGAMI'S AGGREGATE MAXIMUM LIABILITY 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 AGAINST ORIGAMI.

11. EXPORT CONTROL.

(a) **Export.** Client shall not export or re-export any Software, Custom Software or Services without the prior written authorization of Origami and, as may be required under United States laws and regulations, the prior written authorization of the United States Department of Commerce or other relevant agency of the United States Government. Client also agrees that it will not knowingly export or re-export, directly or indirectly, any Software, Custom Software or Services (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, currently available on the Internet at <http://www.bis.doc.gov>; (iii) to any person or entity on the Department of Commerce Denied Persons List, currently available on the Internet at <http://www.bis.doc.gov>; (iv) to any country subject to sanctions administered by the Department of the

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Treasury's Office of Foreign Assets Control (currently Angola (UNITA faction), Burma (Myanmar), Cuba, Iran, Iraq, Liberia, Libya, North Korea, Sierra Leone, Sudan, and areas of Afghanistan controlled by Taliban); or (v) to any entity or individual contained in the lists of prohibited entities and persons maintained by the Office of Foreign Assets Control, including the Specially Designated Nationals and Blocked Persons List and certain individuals in the former Republic of Yugoslavia listed in the Annex to Executive Order 13192, currently available on the Internet 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 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 United States or European Union (including European Union Member States) law is prohibited.

12. **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. Notices will be deemed delivered upon the recipient's confirmation of receipt. A party may change its address by giving Notice pursuant to this Section.

(b) **Assignment.** Client shall not have the right to assign, transfer, or sublicense any obligations or benefit under this Agreement without the prior written consent of Origami. 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.** Origami may publicize the fact that Client has procured a license for the Service. Origami will not state or imply that Client endorses or recommends the Service without the written permission of Client. From time to time Origami may compile and sell databases of risk management information. Subject to Origami's confidentiality obligations set forth in Section 5 herein,

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Client agrees that Origami may use de-identified and/or aggregated Client Data for these purposes.

(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. 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.** The laws of the State of Colorado (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.

(i) **Mediation.** 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. If the parties fail to resolve the dispute within 30 days, then the parties agree first to try in good faith to settle the dispute by mediation under the rules established by ADR Systems of America in Chicago, Illinois, before resorting to arbitration, litigation, or some other dispute resolution procedure.

(j) **Arbitration.** 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

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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.

(k) **Force Majeure.** Origami shall have no 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, viruses that are not preventable through generally available retail products, inability to obtain labor, material or equipment, catastrophic hardware failures, usage spikes, attacks on Origami's server, or any inability to transmit or receive information over the Internet, (each, a "Force Majeure Event") nor shall any such failure or delay give Client the right to terminate this Agreement.

(l) **Certain Remedies.** Client acknowledges and agrees that (i) it would be extremely difficult, if not impossible, to calculate the actual damages of Origami in the event of Client's breach of any provision of this Agreement; and (ii) Client's breach of any provision of this Agreement would result in ongoing damages to Origami that could not be adequately compensated by monetary damages. Accordingly, Client agrees that in the event of any actual or threatened breach of any provision of this Agreement, Origami shall be entitled, in addition to all other rights and remedies existing in its favor at law, in equity or otherwise, to obtain injunctive or other equitable relief (including without limitation a temporary restraining order, a preliminary injunction and a final injunction) against Client 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.

(m) **Counterparts.** This Agreement 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.

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

ORIGAMI RISK LLC

By: A Shapiro

Name: Aaron Shapiro
(Print Name)

Title: Executive Vice President

444 N. Orleans
Chicago, IL 60654

Email:
Ashapiro@origamirisk.com

Poudre School District

By: Jerel Nielsen

Name: Jerel Nielsen
(Print Name)

Title: Purchasing & Materials Mgr

2407 Laporte Ave,
Fort Collins, CO 80521

Email: jnielsen@psdschools.org

ORIGAMI RISK, LLC**CONFIDENTIAL****EXHIBIT A**

STATEMENT OF WORK - NUMBER [1412-050214]
TO
SOFTWARE SUBSCRIPTION AGREEMENT

THIS STATEMENT OF WORK NO. 1412-050214 (this "SOW") is dated July 1, 2014, and is attached to and made a part of that certain Software Subscription Agreement dated July 1, 2014 (the "Subscription Agreement"), between ORIGAMI RISK LLC, an Illinois limited liability company ("Origami"), and Poudre School District R-1, a school district organized and existing under the laws of the state of Colorado ("Client"). All capitalized terms used but not defined in this SOW have the meanings given to them in the Subscription Agreement. If any terms of this Statement of Work are inconsistent with the terms of the Subscription Agreement, the terms of the Subscription Agreement shall control.

1. PROJECT SCOPE

Provide and implement risk management information system (RMIS). Client will use Origami to enter incident data for student accidents and employee first reports of injury, report employee injuries to its TPA, automate the import of employee, student or asset information into Origami Risk, enter and track claims and associated litigation information and track vendor certificates of insurance. Client also plans to use the advanced risk dashboard and reporting features of Origami to improve efficiency and to help analyze and better manage the cost of risk.

2. WORK NOT IN SCOPE – Items for future consideration

The following items have been discussed as potential future functionality but were not anticipated in this initial Statement of Work:

- Import Claims data directly from Client's TPA (CCMSI),
- Configure the workflow for Poudre School Districts field trip approval form and associated process.

3. CLIENT ROLES

Client will identify a System Administrator ("Client SA") who will be responsible for working with Origami to implement Origami and to provide ongoing production support to Client Users. The Client SA and, from time to time, other Client employees will be available to provide timely direction and feedback as needed by Origami to complete the Origami tasks in this SOW. The Client SA will also be responsible for setting up, assigning security rights, and maintaining user ids for all Users.

4. LICENSES

(a) Full User Licenses: 2. These licenses have access to all the capabilities and features of Origami Risk except for check writing, CMS 111, and those features that require a third party agreement, identified below.

(b) Light User Licenses: 4. These licenses will have limited access to the system for the purpose of entering and tracking playground inspection reports

(c) Enterprise Wide Incident Entry Licenses: (1500) incident records added per year. These licenses have access only to incident entry functionality of Origami Risk.

Features that require a third party agreement, usually for an additional fee, to be enabled in Origami include:

- CMS 111 using a third party provider.
- Advisen policy benchmarking.
- EDI state compliance reporting

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- Predictive analytics

5. HOSTING

Origami will host the application and data in a secure internet accessible environment. Origami will backup Client data at periodic intervals each day.

6. IMPLEMENTATION

Implementation is the process of configuring Origami for use by Client including system settings, loading data, training users, and other work identified in this section of the SOW. The implementation phase is completed when the client is live on Origami.

(a) Loading Claims Data

- (i) Client will:
 - Arrange for claims data to be sent to Origami in agreed upon spreadsheet format
- (ii) Origami will:
 - Load current claims data using Origami spreadsheet import tools

(b) Loading Other Supported Risk Data

- (i) Client will:
 - Provide, or arrange to provide, one or more spreadsheets containing Client's risk data to include employees, students and fleet information in the format and file layout supported by Origami.
 - With assistance from Origami, using the import tools upload the risk data.
- (ii) Origami will:
 - Provide training and support to Client as needed.

(c) System Configuration

- (i) Client will:
 - Provide specifications, direction, and feedback as needed by Origami.
 - Configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.
- (ii) Origami will:
 - Configure fields and field labels for up to 5 coverages.
 - Develop the claim forms for up to 5 coverages.
 - Develop the incident forms for student accident reports and employee injuries.
 - Develop playground inspection report and workflow
 - Configure up to 3 vendor certificate profiles.
 - Configure up to 5 reports using standard Origami RMIS templates.

(d) Training

- (i) 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 training.
- (ii) Origami will:
 - Provide 12 hours of training to Client Users as shown on Exhibit B.

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- Training will be provided at Client offices or online at the client's request.
- Training can be provided in one session or several on mutual agreement between Client and Origami.

7. ONGOING SUPPORT. After the implementation is completed or the client is using Origami, this section of the SOW will describe Origami services through the remainder of the term of this SOW.

(a) System Support

Origami Risk will provide up to 18 hours of system support each year to Client. System support includes services to assist Client to use Origami and includes answering questions about Origami, general assistance with Origami, and additional training.

8. PRICING AND INVOICE SCHEDULE

The first year fee for Origami licenses and services listed above in this statement of work is \$32,921.

Payment for year one is due on the signing of this SOW.

The annual fee for years 2 and 3 for Origami licenses and services listed above in this statement of work is \$20,230

Payments for year 2 and 3 are due on the anniversary date of the contract.

Exhibit B provides a detailed breakdown of the components of the price.

If at the end of the Initial Term, the term of this Agreement is renewed per the renewal options in the Subscription Agreement the Fees to be charged to Client for the Service during each year of such Renewal Term shall not exceed the greater of (i) 106 percent of the Fees charged by Licensor during the prior year or (ii) the cumulative percentage increase in the Consumer Price Index (All Items) provided by the United States Bureau of Labor Statistics for the prior year. The limitations stated in the preceding sentence shall not apply to any Fees relating to increases to the scope of the Service from that set forth in the Statement of Work as of the Effective Date.

If needed, additional services can be purchased through an addendum to this contract. All fees are subject to State Sales Tax, where applicable.

Origami Risk LLC

STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

ORIGAMI RISK LLC

By: A Shapiro

Name: Aaron Shapiro
(Print Name)

Title: Executive Vice President

444 N. Orleans
Chicago, IL 60654

Email: Ashapiro@origamirisk.com

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Poudre School District

By: Jerel Nielsen

Name: JEREL NIELSEN
(Print Name)

Title: PURCHASING / MATERIALS Mgr

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Fort Collins, CO 80521

Email: jnielsen@psdschools.org

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EXHIBIT B
PRICING DETAIL

PRICE QUOTE		ORIGAMIRISK		
Prepared for Poudre Schools		April 10, 2014		
LICENSING				
Full Licenses	Qty.	Year 1	Year 2	Year 3
2		7,300	7,300	7,300
Light Licenses		1,600	1,600	1,600
Additional Usage Charges				See SOW for description - Playground Inspection U:
Enterprise Wide Incident Entry License	1,500	# of Incidents per year	3,000	3,000
Values Collection RM User License	0	# of Users	0	0
Certificates	0	# of Additional Certificates	0	0
CMS-111 for RM License	0	1=yes, 0=no	0	0
HOSTING				
Hosting, Network, and Storage	Qty.	Year 1	Year 2	Year 3
5,000	claims/incidents or fewer	5,000	5,000	5,000
Additional File Attachment Storage	0	# of (100GB) File Attachments	0	0
		16,900	16,900	16,900
PROFESSIONAL SERVICES				
		Professional Service Hours		
		Year 1	Year 2	Year 3
<u>System Implementation</u>				
Administrative/Project Mgt.	8			1,480
Existing Data Conversion - Claims	20			3,700
System / Workflow Analysis	16			2,960
Screen Design	4			740
Security Configuration	2			370
Location Structure Design	2			370
Code Table Design	2			370
Incident Collection Configuration	8			1,480
Values Collection Workflows	0			0
Certificates	4			740
Playground Inspection Configuration	16			2,960
Allocations	0			0
CCMSI Notification	4			740
Report Design	2			370
Documentation	0			0
Training	12			2,220
TOTAL Implementation Services	100			18,500
<u>Ongoing Professional Services</u>				
Professional Support	18	18	18	
Minimum Expected Maintenance		0	0	
TOTAL Ongoing Prof. Services	18	18	18	
TOTAL PROFESSIONAL SERVICES	118	18	18	21,830
TOTAL QUOTE				3,330
Total From Above				3,330
Less 15% First Year Discount (Hub Introduction)				20,230
Total				20,230
* Quote Valid Until:				32,921
** Travel & expense billed as incurred				20,230
*** Current Professional Services Rate: (\$225/hr unbundled) or (\$185/hr bundled)				20,230

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EXHIBIT C
INSURANCE

For the duration of this Agreement, Origami shall procure and maintain the required insurance specified below, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverage and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the Client's Risk Manager. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Origami shall furnish the Client's Risk Manager with certificates of the required insurance prior to the Client's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Any insurance and/or self-insurance carried by the Client is excess of the coverage extended to the Client by Origami. Origami shall provide at least thirty (30) days' advance written notice to the Client prior to cancellation or change of coverage. The insurance requirements specified in this Exhibit A shall not reduce the indemnification liability that Origami has assumed in section 8 of the SOFTWARE SUBSCRIPTION AGREEMENT.

Workers' Compensation (Unless the Provider is a sole proprietorship)

a. State of Colorado	Statutory
b. Employer's Liability	\$500,000 Each Accident \$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee
c. Waiver of subrogation in favor of Poudre School District R-1; copy of policy endorsement must be attached to the Certificate of Insurance	

Commercial General Liability

a. Each Occurrence Bodily Injury & Property Damage	\$1,000,000
b. Each Event Personal Injury	\$1,000,000
c. General Aggregate	\$2,000,000
d. Coverage must be written on an "occurrence" basis	

Client shall be added as an additional insured for bodily injury and/or property damage claims arising out of the work performed by Origami for Client under this Agreement.

Professional Liability

a. Each Occurrence or Wrongful Act Limit	\$1,000,000
b. Annual Aggregate Limit	\$3,000,000