STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**
to
Contract Number **MA210000001450**

CONTRACTOR		STATE		
Origami Risk LLC		Program Manager	Gavin Lacambra	DTMB
222 N LaSalle St. Suite #2100			517-230-7226	
Chicago IL 60601			LacambraG1@Michigan.gov	
Earne Bentley		Contract Administrator	Sarah Platte	
404-425-9655			5172192406	
legal@origamirisk.com			PlatteS3@michigan.gov	
VC0003847				

CONTRACT SUMMARY			
Risk Management Information System			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
September 1, 2021	August 31, 2026	5 - 12 Months	August 31, 2026
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS		**EXTENDED PURCHASING**	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other		☐ Yes	☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE		**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**	
$403,620.00		$6,000.00	$409,620.00	

DESCRIPTION
Effective 04/02/2025, the State adds $6,000.00 to the Contract to fund the attached Statement of Work for reoccurring license subscriptions.
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement, and State Administrative Board approval on 8/24/2021.

STATEMENT OF WORK #20250303

This Statement of Work ("SOW") describes services to be performed by Origami Risk LLC ("Origami") for State of Michigan ("Client"). This SOW is subject to all the terms and conditions of the underlying agreement between Client and Origami (the "Agreement").

TERM

Effective Date: 2025-03-03
End Date: 2026-08-31

RECURRING SUBSCRIPTIONS – LICENSES	
Subscription	**Quantity / Functionality Purchased**
Full User(s)	3 User(s)
	Current Period Total: $3,000.00 Annual Total: $6,000.00

Total Current Period Fees: $3,000.00
Total Annual Fees: $6,000.00

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **MA210000001450**

<table>
<tr><td rowspan="6">CONTRACTOR</td><td colspan="2">Origami Risk LLC</td></tr>
</table>

CONTRACTOR	
Origami Risk LLC	
222 N LaSalle St. Suite #2100	
Chicago IL 60601	
Earne Bentley	
404-425-9655	
legal@origamirisk.com	
VC0003847	

STATE			
Program Manager	Gavin Lacambra	DTMB
	517-230-7226	
	LacambraG1@Michigan.gov	
Contract Administrator	Sarah Platte	DTMB
	5172192406	
	PlatteS3@michigan.gov	

CONTRACT SUMMARY

Risk Management Information System

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 1, 2021	August 31, 2026	5 - 12 Months	August 31, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (PRC)	☐ Other	☐ Yes	☒ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$392,575.00	$11,045.00	$403,620.00

DESCRIPTION

Effective 1/20/2024, the parties add the attached Statement of Work for the purpose of adding Certificates of Insurance, Special Licenses, and a Data Processing Subscription. Additionally, the State adds $11,045.00 in funding to cover the costs.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement, and State Administrative Board approval on 8/24/2021.

STATEMENT OF WORK #20241008

This Statement of Work ("SOW") describes services to be performed by Origami Risk LLC ("Origami") for State of Michigan ("Client"). This SOW is subject to all the terms and conditions of the underlying agreement between Client and Origami (the "Agreement").

TERM

Effective Date: 2024-10-08
End Date: 2026-08-31

RECURRING SUBSCRIPTIONS – LICENSING	
Subscription	**Quantity / Functionality Purchased**
Certificates of Insurance	Up to 1,500 Certificates of Insurance
Special Certificate Full User License	3 Special Licenses - Have access to all of the capabilities of the Service limited to the management of Certificates of Insurance.
	Current Period Total: $4,853.76 Annual Total: $5,295.00

RECURRING SUBSCRIPTIONS – HOSTING	
Subscription	**Quantity / Functionality Purchased**
Data Processing	Certificate Import/Export Batch Process
	Current Period Total: $5,270.83 Annual Total: $5,750.00

Total Current Period Fees: $10,124.59
Total Annual Fees: $11,045.00

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

<u>CONTRACT CHANGE NOTICE</u>

Change Notice Number **3**

to

Contract Number **210000001450**

CONTRACT		STATE		
Origami Risk LLC		Program Manager	Gavin Lacambra	DTMB
222 N LaSalle St. , Suite #2100			517-230-7226	
Chicago, IL 60601			LacambraG1@Michigan.gov	
Earne Bentley		Contract Administrator	Mecca Martin	DTMB
404-425-9655			(517) 230-5694	
legal@origamirisk.com			martinm42@michigan.gov	
VC0003847				

CONTRACT SUMMARY			
RISK MANAGEMENT INFORMATION SYSTEM			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 1, 2021	August 31, 2026	5 - 1 Year	August 31, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		August 31, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$385,075.00	$7,500.00	$392,575.00		

DESCRIPTION
Effective 12/21/2023, this Contract is increased by $7,500.00 for additional recurring subscription hosting fees.   All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

EXHIBIT A – PRICING

Effective Date: 9/11/2023
End Date: 8/31/2026

RECURRING SUBSCRIPTIONS –HOSTING	
Subscription	**Quantity / Functionality Purchased**
Hosting, Network & Storage	Up to 20000 Claim(s), Incident(s), Policie(s), and Other Record(s)
Annual Total	$7,500.00

Fees for ongoing contract years are due annually upfront on each anniversary date thereafter.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**

to

Contract Number **210000001450**

CONTRACTOR		STATE		
Origami Risk LLC		Program Manager	Gavin Lacambra	DTMB
222 N LaSalle St. , Suite #2100			517-230-7226	
Chicago, IL 60601			LacambraG1@Michigan.gov	
Earne Bentley		Contract Administrator	Mecca Martin	DTMB
404-425-9655			(517) 230-5694	
legal@origamirisk.com			martinm42@michigan.gov	
VC0003847				

CONTRACT SUMMARY			
SAAS SOLUTION FOR RISK MANAGEMENT INFORMATION SYSTEM			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 1, 2021	August 31, 2026	5 - 1 Year	August 31, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-Card ☐ PRC ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		August 31, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$377,200.00	$7,875.00	$385,075.00		

DESCRIPTION
Effective 3/14/2023 , this Contract is increased by $7,875.00 for 35 Client Support Hours.   All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

Exhibit A - Pricing

Effective Date:03-07-2023
End Date: 08-31-2023

ONE-TIME PURCHASE	
Product	**Quantity / Functionality Purchased**
Client Support Hours	35 Hour(s)

Total One-Time Fees: $7,875.00

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **210000001450**

<table>
<tr><td rowspan="6">CONTRACTOR</td><td>Origami Risk LLC</td><td rowspan="8">STATE</td><td rowspan="3">Program Manager</td><td>Gavin Lacambra</td><td>DTMB</td></tr>
<tr><td>222 N LaSalle St. Suite #2100</td><td>517-230-7226</td><td></td></tr>
<tr><td>Chicago, IL 60601</td><td>LacambraG1@Michigan.gov</td><td></td></tr>
<tr><td>Earne Bentley</td><td rowspan="3">Contract Administrator</td><td>KeriAnn Trumble</td><td>DTMB</td></tr>
<tr><td>404-425-9655</td><td>(989) 259-2625</td><td></td></tr>
<tr><td>legal@origamirisk.com</td><td>trumblek1@michigan.gov</td><td></td></tr>
<tr><td>VC0003847</td><td></td><td></td></tr>
</table>

CONTRACT SUMMARY

SAAS SOLUTION FOR RISK MANAGEMENT INFORMATION SYSTEM

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 1, 2021	August 31, 2026	5 - 1 Year	August 31, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		August 31, 2026

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$350,000.00	$27,200.00	$377,200.00

DESCRIPTION

Effective 4/22/2022, this Contract is increased by $27,200.00 and the following Statement of Work is incorporated into this Contract per Attachment A. Due to clerical errors, Exhibit A PRICING DETAIL of Attachment A will replace the previous Exhibit A in Schedule A - Statement of Work. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

This Statement of Work ("SOW") describes services to be performed by Origami Risk LLC ("Origami") for The State of Michigan ("Client"). This SOW is subject to all the terms and conditions of the Software as a Service Contract between Client and Origami dated September 1, 2021, including the Statement of Work attached thereto as Schedule A (collectively, the "Agreement").

TERM

The term of this SOW shall begin on 4/22/2022 and shall be coterminous with the term of the Agreement.

PROJECT SCOPE

Create a weekly data update process from ASU for Auto Liability claims.

LICENSES

As an accommodation to the Client, Origami will provide a rate of $12,800 a year for up to 35 certificate users and additional users beyond the 35 certificate users will be charged at $350/user/year if purchased by the Client in a Statement of Work prior to the end of Year 3 of the Agreement. If certificate users are purchased after year 3 of the Agreement, the rate will be $14,000 a year for up to 35 certificate users and additional certificate users beyond the 35 will be charged at $385/user/year.

IMPLEMENTATION PROCESS

Loading Carrier / TPA Claims Data for Data Processing

Origami will:
- Provide Client with text for data request letters suitable for requesting necessary data from each of the sources named below.
- Convert and load the initial system data from the sources named below.

Client will:
- Arrange for claims data to be sent to Origami from ASU.

ONGOING SUPPORT

Carrier / TPA Claims Data Ongoing Processing

Origami will:
Process the claim data updates received from Client data providers as follows:
- ASU: Claims processed weekly

Client will:
- 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.

PRICING AND INVOICE SCHEDULE

The price for the licenses and services listed above in this SOW is $*1,750.00* for the current contract year and $*6,000.00* for each subsequent contract year..

Such payments will be due as follows: Payment for the current contract year will be invoiced and due upon execution of this SOW. Payments for Years 2, 3, 4, and 5 are due annually upfront on the anniversary date of the Agreement.

Exhibit A to this SOW provides a detailed breakdown of the components of the price.

If needed, additional services can be purchased through an addendum to this SOW. All fees are subject to state sales tax where applicable.

NEW PRICING BREAKDOWN

Quote Year ↑	Account Name: Account Name	Opportunity Name	Product: Product Family	Product Name	Product Notes	Quantity Description ↑	Quantity	Net Total	Start Date	End Date
Year 1	State of Michigan	State of Michigan - ASU Data Update	DATA PROCESSING	Claim Only (with 1 time trans conv.) > Weekly	ASU Group	CLAIMS	5,000	USD 2,500.00	4/22/2022	8/31/2022
	State of Michigan	State of Michigan - ASU Data Update	IMPLEMENTATION	Claim Only (with 1 time trans conv.) Recurring Data Feed Configuration	ASU Group	HOURS	10	USD 2,250.00	1/1/2022	8/31/2022
	State of Michigan	State of Michigan - ASU Data Update	DISCOUNTS	Discount	Travel and Expense Credit	SOURCES	1	USD -3,000.00	-	-
Subtotal								USD 1,750.00		
Year 2	State of Michigan	State of Michigan - ASU Data Update	DATA PROCESSING	Claim Only (with 1 time trans conv.) > Weekly	ASU Group	CLAIMS	5,000	USD 6,000.00	9/1/2022	8/31/2023
Subtotal								USD 6,000.00		
Year 3	State of Michigan	State of Michigan - ASU Data Update	DATA PROCESSING	Claim Only (with 1 time trans conv.) > Weekly	ASU Group	CLAIMS	5,000	USD 6,000.00	9/1/2023	8/31/2024
Subtotal								USD 6,000.00		
Year 4	State of Michigan	State of Michigan - ASU Data Update	DATA PROCESSING	Claim Only (with 1 time trans conv.) > Weekly	ASU Group	CLAIMS	5,000	USD 6,000.00	9/1/2024	8/31/2025
Subtotal								USD 6,000.00		
Year 5	State of Michigan	State of Michigan - ASU Data Update	DATA PROCESSING	Claim Only (with 1 time trans conv.) > Weekly	ASU Group	CLAIMS	5,000	USD 6,000.00	9/1/2025	8/31/2026
Subtotal								USD 6,000.00		

STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

ORIGAMI RISK LLC   **THE STATE OF MICHIGAN**

By: _____   By: _____

Name: __Earnest Bentley_____   Name: _____
      (Print Name)   (Print Name)

Title: ___President, Risk Solutions_____   Title: _____

Date: _____   Date: _____

EXHIBIT A
PRICING DETAIL

	Volume	Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Comments
License:								
RMIS Solution		$6,200.00	$6,200.00	$6,200.00	$6,200.00	$6,200.00	$6,200.00	Base Origami Software License included Source Code Escrow
Full	3	Tiered	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	Full licenses have access to all the capabilities and features of Origami Risk, except those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits, and except for those features listed within the Extended Functionality Licenses. Same rates apply for select **Administrator Users**
Certificate User	35	Tiered			$12,800*			Full Certificate licenses have access to all the capabilities and features of Origami Risk as relates to managing Certificates of Insurance and with the exception of those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits, and except for those features listed within the Extended Functionality License. This license provides optical character recognition (OCR)
OCR Scanning	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	This license provides optical character recognition (OCR) functionality for the purpose of mapping specified data from scanned documents to data fields within the Service.
Certificates - Including Vendor Access	850	Total Vendors	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	This license provides certificate of insurance tracking for third party insureds, such as tenants, vendors, contractors or customers. The first 100 insureds are provided at no additional cost, and this license provides the ability to track certificates for more than 100 insureds.
Hosting	up to 5,000 incidents & claims	Variable			$10,000**			Network, Storage, Security, Monitoring, Staffing and Hosting: Up to 5,000 incidents & claims assumed (data storage) Up to 100 GB of file storage Security & Encryption costs Costs of Intrusion and penetration testing Redundancy and backups Cost of IT Operations staff and Security Accreditations (NIST-800, SSA 16 SOC 2 Type 1 and Type II, etc.) Costs related to Third Party Auditing Licensing of Server and System Software Cyber Insurance
Professional Services:								
Weekly Data Update Process Claims	5000	$6000 (Years 2-5)	$1,750.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	Process weekly claim data updates received from Client data provider (ASU)
Implementation Hours	255	$225.00	$57,375.00					245 hours: Fixed bid implementation for deliverables listed within Contract 10 hours: Claim only (with 1 time trans. conv.) Recurring Data Feed Configuration
Support Hours	45	$225.00	$10,125.00	$10,125.00	$10,125.00	$10,125.00	$10,125.00	

*Origami will provide a rate of $12,800 a year for up to 35 certificate users and additional users beyond the 35 certificate users will be charged at $350/user/year if purchased by the Client in a Statement of Work prior to the end of Year 3 of the Agreement. If certificate users are purchased after year 3 of the Agreement, the rate will be $14,000 a year for up to 35 certificate users and additional certificate users beyond the 35 will be charged at $385/user/year.

**Annual fee for hosting of up to 5,000 Vendors, Claims, Policies = $7,500
Annual fee for hosting of 5,001-10,000 Claims / Incidents = $10,000
Annual fee for hosting of 10,001-25,000 Claims / Incidents = $15,000
Annual hosting fee includes 100GB of searchable File Attachment hosting. Additional searchable File Attachment hosting is $2,500 per 50GB per year

STATE OF MICHIGAN PROCUREMENT
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **210000001450**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	
Origami Risk LLC	
222 N. Lasalle St, Suite 2100	
Chicago, IL 60601	
Gina Rothweiler	
312-546-6515	
legal@origamirisk.com	
VC0003847	

STATE			
Program Manager	Gavin Lacambra	DTMB
	517-230-7226	
	Lacambrag1@michigan.gov	
Contract Administrator	KeriAnn Trumble	DTMB
	989-259-2625	
	Trumblek1@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: SaaS Solution for Risk Management Information System			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
9/1/2021	8/31/2026	5 – 1 Year	8/31/2026
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card	☐ Payment Request (PRC)	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
The purpose of this contract is to provide and implement Origami's Risk Management Information System (RMIS) to Client's Risk Management team to ensure accurate and consistent tracking and reporting of Client's vendor certificates of insurance, automobile liability claims, and insurance policies.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			$350,000.00

FOR THE CONTRACTOR:

_____

Company Name

_____

Authorized Agent Signature

_____

Authorized Agent **(Print or Type)**

_____

Date

FOR THE STATE:

_____

Signature

_____

Name & Title

_____

Agency

_____

Date

STATE OF MICHIGAN

CONTRACT TERMS

This Software as a Service Contract (this "**Contract**") is agreed to between the State of Michigan (the "**State**") and Origami Risk LLC ("**Contractor**"), a Delaware limited liability company. This Contract is effective on September 1, 2021 ("**Effective Date**"), and unless earlier terminated, will expire on August 31, 2026 (the "**Term**").

This Contract may be renewed for up to 5 additional 1-year periods. Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

1. Definitions.

"**Action**" has the meaning set forth in **Section 14.1**.

"**Allegedly Infringing Features**" has the meaning set forth in **Section 14.3(b)(ii)**.

"**Authorized Users**" means all Persons authorized by the State to access and use the Services through the State's account under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

"**Availability Requirement**" has the meaning set forth in **Section 5**. "**Business Day**" means a day other than a

Saturday, Sunday, or State Holiday. "**Change Notice**" has the meaning set forth in **Section 2.2**.

"**Code**" has the meaning set forth in **Section 20.**

"**Confidential Information**" has the meaning set forth in **Section 11.1**.

"**Contract**" has the meaning set forth in the preamble.

"**Contract Administrator**" is the individual appointed by each party to (a) administer the terms of this Contract, and (B) approve any Change Notices under this Contract. Each party's Contract Administrator will be identified in the Statement of Work.

"**Contractor**" has the meaning set forth in the preamble.

"**Contractor Personnel**" means all employees and agents of Contractor, all Subcontractors and all employees and agents of any Subcontractor, involved in the performance of Services.

"**Contractor Security Officer**" has the meaning set forth in **Section 2.5(a)**.

"**Contractor Service Manager**" has the meaning set forth in **Section 2.5(a)**.

"**Customizations**" means specifically modified reports, dashboard panels, or other configurations, features or modules of the Hosted Services customized for State.

"**Documentation**" means all generally furnished documentation relating to the Hosted Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Hosted Services, including any

functionality, testing, operation or use thereof.

"**DR Plan**" has the meaning set forth in **Section 13(a)**. "**Effective**

Date" has the meaning set forth in the preamble. "**Fees**" has the

meaning set forth in **Section 9.1**.

"**Force Majeure Event**" has the meaning set forth in **Section 18**.

"**Harmful Code**" means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services or Contractor Systems as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

"**HIPAA**" has the meaning set forth in **Section 10.1**."**Hosted Services**" means Contractor's software-as-a-service identified in the Statement of Work and accessible by State via https://live.OrigamiRisk.com or another designated web site or IP address or mobile application, rendered to State by Contractor.

"**Intellectual Property Rights**" means any and all rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith;
(c) authorship rights, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

"**Key Personnel**" means any Contractor Personnel identified as key personnel in this Contract or any Statement of Work.

"**Loss**" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers. "Losses" has a correlative meaning.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"**Personal Health Information (PHI)**" has the meaning set forth in **Section 10.1**. "**Personally**

Identifiable Information (PII)" has the meaning set forth in **Section 10.1**.

"**Process**" means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. "**Processing**" and "**Processed**" have correlative meanings.

"**RPO**" or "**Recovery Point Objective**" means the maximum amount of potential data loss in the event of a disaster.

"**RTO**" or "**Recovery Time Objective**" means the period of time to fully restore the Hosted Services in the case of a disaster.

"**Representatives**" means a party's employees, officers, directors, consultants, legal advisors and, with respect to Contractor, Contractor's Subcontractors.

"**RFP**" means the State's request for proposal designed to solicit responses for Services under this Contract.

"**Service Level Agreement**" means the service level agreement attached as **Schedule B** to this Contract, setting forth Contractor's obligations with respect to the hosting, management and operation of the Service Software.

"**Service Software**" means the software applications used in the operation of the Hosted Services..

"**Services**" has the meaning set forth in **Section 2**

"**Source Code**" means the human readable source code of the Service Software to which it relates, in the programming language in which the Service Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Service Software.

"**Specifications**" means the specifications for the Services set forth in the applicable Statement of Work and, to the extent consistent with and not limiting of the foregoing, the Documentation.

"**State**" has the meaning set forth in the preamble.

"**State Data**" has the meaning set forth in **Section 10.1**.

"**State Modification**" has the meaning set forth in **Section 14.2(a)**. "**State**

Party" means State and each of its Authorized Users.

"**State Project Manager**" has the meaning set forth in **Section 2.8**.

"**State Systems**" means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

"**Statement of Work**" has the meaning set forth in **Section 2.1(a)**. The Initial Statement of Work is attached as **Schedule A**, and subsequent Statements of Work shall be sequentially identified and attached as Schedule A-1, A-2, A-3, etc.

"**Stop Work Order**" has the meaning set forth in **Section 8**.

"**Subcontractor**" means any entity that performs any Services under this Contract and otherwise has the meaning set forth in **Section 2.4(a)**.

"**Support Services**" has the meaning set forth in **Section 6**.

"**Term**" has the meaning set forth in the preamble.

"**Transition Period**" has the meaning set forth in **Section 7.3.**

"**Transition Responsibilities**" has the meaning set forth in **Section 7.3.**

"**User Data**" means any and all information reflecting the access or use of the Hosted Services by or on behalf of the State or any Authorized User, including any end user profile, visit, session, impression, click-through or click-stream data and any statistical or other analysis, information or data based on or derived from any of the foregoing.

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

2.   Services.

2.1   Services. Throughout the Term and at all times in connection with its actual or required performance under this Contract, Contractor will, in accordance with all terms and conditions set forth in this Contract and each applicable Statement of Work, provide to the State and its Authorized Users the following services ("**Services**"):

(a)   the hosting, management and operation of the Hosted Services as described in one or more written statements of work referencing this Contract, including all Specifications set forth in such statements of work, which, upon their execution will be attached as **Schedule A** to this Contract and by this reference are incorporated in and made a part of this Contract (each, a "**Statement of Work**");

(b)   maintain the Availability Requirement set forth in the Service Level Agreement attached as **Schedule B** to this Contract;

(c)   provide maintenance and Support Services as set forth in the Service Level Agreement, attached as **Schedule B**;

(d)   implement and maintain the security requirements set forth in **Schedule C** to this Contract;

(e)   maintain a DR plan, a summary of which is attached as **Schedule D** to this Contract; and

(f)   such other services as may be specified in the applicable Statement of Work.

Notwithstanding the foregoing, Contractor 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) State's or any of its Authorized Users' use of the Hosted Services other than in accordance with the applicable Statement of Work and Documentation and as permitted under this Contract.

2.2   Change Notices.

(a)   Any modifications or changes to the Services under any executed Statement of Work will be effective only if and when memorialized in a mutually agreed written change notice ("**Change Notice**") signed by both Parties.

(b)   In the event the Services are customizable, a more detailed change control process may be specified in the applicable Statement of Work. In such event, the change control process set forth in such Statement of Work shall control.

2.3   Compliance with Laws. Contractor must comply with all applicable laws as they apply to Contractor in its provision of the Services, including by securing and maintaining all required and appropriate visas, work permits, business licenses and other documentation and clearances necessary for performance of the Services.

2.4   Subcontracting. Contractor will not itself, and will not permit any Person to, subcontract any Services, in whole or in part, without the State's prior written consent, which consent may be given or withheld in the State's sole discretion; provided, however, that the State hereby acknowledges and consents to Contractor's use of Amazon Web Services as its Permitted Subcontractor for hosting the Service Software and State Data. Without limiting the foregoing:

(a)   Contractor must ensure each Contractor subcontractor (including any subcontractor of a Contractor subcontractor, each, a "**Subcontractor**") complies with all relevant terms of this Contract, including all provisions relating to State Data or other Confidential Information of the State;

(b)   the State's consent to any such Subcontractor does not relieve Contractor of its representations, warranties or obligations under this Contract;

(c)   Contractor will remain responsible and liable for any and all: (i) performance required hereunder, including the proper supervision, coordination and performance of the Services; and (ii) acts and omissions of each Subcontractor (including, such Subcontractor's employees and agents, who, to the extent they are involved in providing any Services, are deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor;

(d)   any noncompliance by any Subcontractor or its employees or agents with the provisions of this Contract or any Statement of Work will constitute a breach by Contractor; and

(e)   upon request of the State, Contractor shall promptly provide for each such proposed Subcontractor the identity of such Subcontractor and at a minimum the regional location in the United States of all its data centers, if any, that will be used in Processing any State Data, which information Contractor shall promptly disclose to the State in writing.

2.5   Contractor Personnel. Contractor will:

(a)   subject to the prior written approval of the State, appoint: (i) a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of support requests and the Support Services (the "**Contractor Service Manager**"); and (ii) a Contractor employee to respond to the State's inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto ("**Contractor Security Officer**"); and (iii) other Key Personnel, who will be suitably skilled, experienced and qualified to perform the Services;

(b)   provide names and contact information for Contractor's Key Personnel in the Statement of Work.

2.6   Management and Payment of Contractor Personnel.

(a)   Contractor is solely responsible for the payment of Contractor Personnel, including all fees, expenses and compensation to, by or on behalf of any Contractor Personnel and, if applicable, the withholding of income taxes and payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

(a)   Contractor will ensure that no Person who has been convicted of a felony or any misdemeanor involving, in any way, theft, fraud, or bribery provides any Services or has access to any State Data, State Systems or State facilities. On a case-by-case basis, the State may request that Contractor initiate a background check on any

Contractor Personnel before they may have access to State Data, State Systems or State facilities. Any request for a background check shall be initiated by the State and must be reasonably related to the type of work requested. If provided to the State, results of background checks will be promptly returned to Contractor, and will be treated as Confidential Information. All investigations will include a Michigan State Police Background check (ICHAT) and may include a National Crime Information Center (NCIC) Finger Print check. Contractor will present attestation of satisfactory completion of such tests. Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018.

2.7   Time is of the Essence. The parties acknowledge and agree that time is of the essence with respect to obligations under this Contract and that prompt and timely performance of all such obligations, including all timetables and other requirements of this Contract and each Statement of Work, is strictly required.

2.8   State Project Manager. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to implementation of the Services (the "**State Project Manager**").

3. **License Grant and Restrictions.**

3.1   Contractor License Grant. Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable (except as provided herein) right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:

(a)   access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;

(b)   generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Services; and

(c)   prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Services under this Contract.

3.2   License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services available to any third party, except as expressly permitted by this Contract or in any Statement of Work; (b) use or authorize the use of the Services or Documentation in any manner or for any purpose that is unlawful under applicable law; (c) distribute, disclose or allow use of any of the Hosted Services, 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; (d) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Hosted Services in any manner; (iv) create derivative works from, modify or alter any of the Hosted Services in any manner whatsoever; (v) use or access the Hosted Services in a manner that would reasonably be expected to damage, disable, overburden, or impair any Contractor servers or the networks connected to any Contractor server (and if any access or use of the Hosted Services does damage, disable, overburden, or impair any Contractor servers or the networks connected to any Contractor server, then State shall promptly discontinue such access or use upon written notice of such by Contractor); (vi) take any action that would reasonably be expected to interfere with any third party's use and enjoyment of the Hosted Services (and if any State action does interfere with any third party's use and enjoyment of the Hosted Services, then State shall promptly discontinue such action upon written notice of such by Contractor);

(vii) attempt to gain unauthorized access to the Hosted Services, accounts, computer systems, or networks connected to any Contractor server; (viii) use any robot, spider or other automatic device or manual process to monitor or copy portions of the Hosted Services; (ix) use the Hosted Services 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 Hosted Services or Contractor's systems or networks without Contractor's explicit prior written consent for each such scan or test; or (xi) access the Hosted Services 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 Hosted Services.

3.3 <u>Use</u>. The State will pay Contractor the corresponding Fees set forth in the Statement of Work for all Authorized Users access and use of the Service Software.

3.4 <u>State License Grant</u>. The State hereby grants to Contractor a limited, non-exclusive, non- transferable license (i) to use the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos, solely in accordance with the State's specifications, and (ii) to display, reproduce, distribute and transmit in digital form the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos in connection with promotion of the Services as communicated to Contractor by the State. Use of the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos will be specified in the applicable Statement of Work.

3.5 **Storage**. State may store State Data through the Hosted Services up to the amount set forth in the applicable Statement of Work. If the amount of storage used exceeds this limit, State will be charged, on a monthly basis, the excess storage fees pursuant to the Statement of Work.

3.6 **Users**. State may permit the number of Authorized Users as set forth in the Statement of Work to use the Service. Each Authorized User shall access and use the Hosted Services (i) in accordance with the terms of this Contract and the applicable Statement of Work and Documentation, and, (ii) when applicable, through a unique and reasonably secure username and password as further described in the applicable Statement of Work or Documentation. The Hosted Services allow State to grant different levels of access to State Data, to different Authorized Users, as described in more detail in the Statement of Work. It is State's responsibility to designate the applicable access to be granted to each Authorized User; however, the State is not responsible for any use by unauthorized users. State shall cause all Authorized Users to comply with all obligations of State hereunder, to the extent applicable to Authorized Users. Except for State's and its Affiliates' system administrators where reasonably necessary for administrative or security purposes, no Authorized User may use the username/user identification or password of any other Authorized User. State's failure to cause an Authorized User to comply with the material terms of this Contract or any uncured Authorized User noncompliance shall constitute a material breach of this Contract by State.

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

3.8 **State Obligations**. State shall: (i) provide Contractor with reasonable access to State's premises to the extent necessary to enable Contractor 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 Hosted Services; (iv) assign personnel with relevant training and experience to work in consultation with Contractor; (v) meet the requirements to use the Hosted Services as set forth at http://www.origamirisk.com/product-requirements; as of the effective date of this Contract (vi) safeguard the usernames, passwords and other security data, methods and devices furnished to State in connection with the Hosted Services and prevent unauthorized access to or use of the Hosted Services and promptly notify Contractor if it becomes aware of any such unauthorized access or that the security of its usernames or passwords has been compromised; (vii) as between Contractor and State, have sole responsibility for the accuracy, quality, legality, reliability and appropriateness of all State Data; (viii) obtain all consents and authorizations from any third parties that State requires in order for Contractor to provide the Hosted Services and perform the Professional Services (and Contractor shall not be required to enter into agreements with any such third parties), and (ix) take such other actions as are required of State pursuant to this Agreement, including any Statement of Work. Furthermore, Contractor shall (a) have no responsibility for State networks, equipment, and system security required or appropriate in connection with the Service; and (b) have no responsibility for the State Data prior to storage on Contractor Systems.

3.9 **State Representations**. The parties acknowledge and agree that, during the term of this Contract, the State and third parties acting on the State's behalf may disclose certain State Data, including personally identifiable data regarding employees or other individuals, to Contractor for the State's use of the Hosted Services. With respect to any State Data so disclosed by, or on behalf of, the State to Contractor, State represents to Contractor that: (i) State and such other third parties operating on State's behalf are authorized to collect, use and disclose the State Data to Contractor for use and storage pursuant to this Contract; and (ii) State shall not request Contractor to use, store, disclose or otherwise process State Data in any manner that would not be permissible under applicable law or, if applicable, such State Party's agreements with or privacy notices to individuals with respect to whom the State Data relates, if done by State.

3.10 **Non-Contractor Events**. State acknowledges and agrees that Contractor 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, to the extent such delays or failures result or arise from any (1) act or omission of any State Party, including any delays in their performance or cooperation with respect to the obligations or warranties set forth in this Agreement or any Statement of Work; (2) failure of any State Party's equipment or software (other than the Service); or (3) Force Majeure Event.

3.11 **Mobile Service**. The Hosted Services may include certain services that are available via an application downloaded and installed on a mobile device. To the extent State chooses to use such application, State acknowledges and agrees that State 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 State's responsibility. If State or any Authorized User elects to store data on a mobile device, Contractor shall not be responsible for any loss of State Data or any other data on such device.

4. Service Preparation, Testing and Acceptance.

4.1 <u>Service Preparation</u>. Promptly upon the parties' execution of a Statement of Work, Contractor will implement the Hosted Services procured thereunder in accordance with the Statement of Work and this Contract.

4.2 <u>Intentionally omitted</u>

5. Service Availability. Contractor will make the Hosted Services available, as measured over the course of each calendar month during the Term, in accordance with the provisions set forth in the Service Level Agreement, attached

as **Schedule B** to this Contract (the "**Availability Requirement**").

6. **Support and Maintenance Services**. Contractor will provide Hosted Service maintenance and support services (collectively, "**Support Services**") in accordance with the provisions set forth in the Statement of Work and in the Service Level Agreement, attached as **Schedule B** to this Contract.

7. **Termination, Expiration and Transition**.

7.1 <u>Termination for Cause</u>. In addition to any right of termination set forth elsewhere in this Contract:

(a) Either party may terminate this Contract for cause, in whole or in part, if the other party (i) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or (ii) breaches any of its material duties or obligations under this Contract and fails to cure such breach within 30 days of receipt of written notice from the non-breaching party. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this **Section 7.1**, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period.

(c) The State will only pay for amounts due to Contractor for Services accepted by the State on or before the date of termination. Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

7.2 <u>Termination for Non-Appropriation of Funds</u>. If sufficient appropriations and authorizations are not made available to State, this Contract may be terminated at the end of the State's then current fiscal year, or sooner in the event of an executive order which eliminates or pulls back funds, upon written notice given by the State to Contractor. Such event shall not constitute an event of default. All payment obligations of the State and all of its interest in this Contract will cease upon the date of termination. In the event of termination under this section, the State shall pay Contractor for all timely completed and conforming work done to the date of termination.

7.3 <u>Transition Responsibilities</u>. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Statement of Work rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee, provided, however, that Contractor shall not be required to provide information regarding the Hosted Services to a competitor; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Data; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). The Term of this Contract is automatically extended through the end of the Transition Period.

7.4 <u>Effect of Termination</u>. Upon and after the termination or expiration of this Contract or one or more Statements of Work for any or no reason:

(a) Contractor will be obligated to perform all Transition Responsibilities specified in **Section 7.3**.

(b)   All licenses granted to Contractor in State Data and licenses granted to State in Section 3.1 will immediately and automatically also terminate, except to the extent necessary to complete any Transition Responsibilities.

(c)   Upon State's written request within 30 days following the termination of this Contract, Contractor will at its expense provide electronic files to State in delimited text format containing State's State Data.

(d)   Contractor will (i) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) upon request from the State, certify in writing to the State that it has complied with the requirements of this **Section 7.4(c)**, in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any.

7.5   Survival. The rights, obligations and conditions set forth in this **Section 7.5** and **Section 1** (Definitions), **Section 7.3** (Effect of Termination; Data Retention), **Section 10** (State Data), **Section 11** (Confidentiality), **Section 12** (Security), **Section 14.1** (Indemnification), **Section 15** (Limitations of Liability), **Section 16** (Representations and Warranties), **Section 17** (Insurance) and **Section 20** (Effect of Contractor Bankruptcy) and **Section 21** (General Provisions), and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration hereof.

8.   Intentionally omitted.

9.   Fees and Expenses.

9.1   Fees. Subject to the terms and conditions of this Contract, the applicable Statement of Work, and the Service Level Agreement, the State shall pay the fees set forth in the applicable Statement of Work, subject to such increases and adjustments as may be permitted pursuant to **Section 9.2** ("**Fees**").

9.2   Fees during Option Years. Contractor's Fees are fixed during the initial period of the Term.

9.3   Responsibility for Costs. Contractor is responsible for all costs and expenses incurred in or incidental to the performance of Services, including all costs of any materials supplied by Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business.

9.4   Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Contract are for the State's exclusive use. All Fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

9.5   Invoices. Contractor will invoice the State for Fees in accordance with the requirements set forth in the Statement of Work, including any requirements that condition the rendering of invoices and the payment of Fees upon the successful completion of Milestones. Contractor must submit each invoice in both hard copy and electronic format, via such delivery means and to such address as are specified by the State in the Statement of Work. Each separate invoice must:

(a)   clearly identify the Contract and purchase order number to which it relates, in such manner as is required by the State;

(b)   list each Fee item separately;

(c)   include sufficient detail for each line item to enable the State to satisfy its accounting and charge-

back requirements;

   (d) for Fees determined on a time and materials basis, report details regarding the number of hours performed during the billing period, the skill or labor category for such Contractor Personnel and the applicable hourly billing rates;

   (e) include such other information as may be reasonably required by the State as set forth in the Statement of Work; and

   (f) Itemized invoices must be submitted to DTMB-Accounts-Payable@michigan.gov.

  9.6 <u>Payment Terms</u>. Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, et seq., within forty- five (45) calendar days after receipt, provided the State determines that the invoice was properly rendered. The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/SIGMAVSS to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

  9.7 <u>State Audits of Contractor</u>.

   (a) Pursuant to MCL 18.1470, the State or its designee may audit Contractor (no more than once in a twelve (12) month period) to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to this Contract through the Term of this Contract and for three (3) years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Financial Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, Contractor must retain the records until all issues are resolved. <u>Right of Inspection</u>.

   (b) Within fifteen (15) calendar days of providing notice and subject at all times to Contractor's privacy and security policies, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Services are being performed, and unless otherwise required by law, solely for the purpose of examining, copying, and auditing all financial records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Contract must be paid or refunded within forty-five (45) calendar days.

   (c) <u>Application</u>. This **Section 9.7** applies to Contractor and any Affiliate that performs Services in connection with this Contract.

  9.8 <u>Payment Does Not Imply Acceptance</u>. The making of any payment or payments by the State, or the receipt thereof by Contractor, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Contract, and will not imply the State's Acceptance of any Services or the waiver of any warranties or requirements of this Contract, including any right to Service Credits.

  9.9 <u>Payment Disputes</u>. The State may withhold from payment only such payments and amounts the State disputes in good faith as incorrectly or improperly invoiced, pending resolution of such dispute, provided that the State:

   (a) timely renders all payments and amounts that are not in dispute;
   (b) notifies Contractor of the dispute prior to the due date for payment, specifying in such notice:

    (i) the amount in dispute; and

(ii) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties;

(c) works with Contractor in good faith to resolve the dispute promptly; and

(d) promptly pays any amount determined to be payable by resolution of the dispute.

Contractor shall not withhold or delay any Hosted Services or Support Services or fail to perform any other Services or obligations hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 9.9** or any dispute arising therefrom.

9.10 Availability and Support Service Level Credits. Contractor acknowledges and agrees that any credits assessed under the Service Level Agreement: (a) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from not meeting the Availability Requirement, which would be impossible or very difficult to accurately estimate; and (b) may be payable to the State upon demand if no future payments are to be made for which credits can be applied. Credits may not exceed the total amount of Fees that would be payable for the relevant service period in which the credits are assessed.

10. State Data; Ownership.

10.1 Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: the State's data collected, used, processed, stored, or generated in connection with the Hosted Services, including but not limited to (i) personally identifiable information ("**PII**") collected, used, processed, stored, or generated by the Hosted Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and (ii) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 10.1** survives termination or expiration of this Contract.

10.2 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 10.2** survives termination or expiration of this Contract.

10.3 Backup and Extraction of State Data. Contractor will conduct, or cause to be conducted periodic back-ups of State Data at a frequency set forth in the Service Level Agreement. All backed up State Data shall be located in the continental United States. Contractor must, within five (5) Business Days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of State Data in a text delimited format.

10.4 Discovery. Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the Hosted Services. Contractor shall notify the State Project Manager by the fastest means available and also in writing. Contractor shall not respond to subpoenas,

service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.

10.5   Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than forty-eight (48) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; (d) in the case of PII compromised as a result of Contractor's breach of the obligations in Schedule C, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (g) promptly provide to the State a detailed plan describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. This section survives termination or expiration of this Contract.

10.6   Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes responding to a list of control questions for the State's automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls within two weeks of the State's request. On an annual basis, or as otherwise reasonably required by the State such as for significant changes, Contractor will submit to re-assessment of the system's controls by responding to a reasonable list of questions to receive and maintain authority to operate (ATO). All identified risks relating to a failure to comply with the obligations in Schedule C will be reasonably remediated by Contractor based on federal compliance requirements, at no additional cost, through a Plan of Action and Milestones (POAM) process with resolution and remediation time frames agreed upon by the parties based on the risk level of the identified risk. The State will make any determinations on acceptable risk for State Data. Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract. Notwithstanding anything to the contrary, the State acknowledges that it has reviewed and approved Contractor's security controls and, provided that Contractor does not materially reduce such controls and remains compliant with federal compliance requirements, Contractor shall not be deemed in breach of this Section.

10.7   HIPAA Compliance. The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.

10.8 <u>Contractor Intellectual Property Rights</u>. As between Contractor and State, Contractor owns all right, title and interest, including all related intellectual property rights in and to, or related to the Hosted Services and Work Product, including all software programs contained therein. The Contractor name, the Contractor logos, and the product names associated with the Service are trademarks of Contractor 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 Contractor, 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 State, by implication, estoppel or otherwise. In addition, State agrees and acknowledges that Contractor shall have an unlimited right to incorporate into any updates, upgrades, or modifications to the Service all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by State or any User relating to the Service. Such Service, as updated, upgraded, or modified, shall be owned by Contractor as provided in this Section. State expressly acknowledges and agrees that the Work Product shall not constitute work made-for-hire under the United States Copyright Act, and that Contractor shall have the exclusive right to protect the Work Product by patent, copyright, or any other means. Work Product shall be made available to State as part of the Service to the extent set forth in the Statement of Work, and State shall have no other right to use any Work Product.

10.9 <u>Accessibility Requirements</u>. All Software provided by Contractor under this Contract, including associated content and documentation, must conform to WCAG 2.0 Level AA. Upon State's written request (no more frequently than once in a 12-month period), Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for each product provided under the Contract. At a minimum, Contractor must comply with the WCAG 2.0 Level AA conformance claims it made to the State, including the level of conformance provided in any PAT. Throughout the Term of the Contract, Contractor must:

(a) maintain compliance with WCAG 2.0 Level AA and meet or exceed the level of conformance provided in its written materials, including the level of conformance provided in each PAT;
(b) ensure that no Maintenance Release, New Version, update or patch, when properly installed in accordance with this Contract, will have any adverse effect on the conformance of Contractor's Software to WCAG 2.0 Level AA;
(c) promptly respond to any complaint the State receives regarding accessibility of Contractor's Software and
(d) participate in the State of Michigan Digital Standards Review described below.

10.10 <u>State of Michigan Digital Standards Review.</u> Upon the State's request (no more frequently than once in a 12-month period), Contractor must assist the State, at no additional cost, with completion of the State's digital standards review that requires Contractor, upon request from the State, to submit evidence to the State to validate and determine Contractor's accessibility and compliance with WCAG 2.0 Level AA. Prior to the solution going-live and thereafter on an annual basis re-assessment of accessibility through this review process may be required.

11. Confidentiality.

11.1 <u>Meaning of Confidential Information</u>. The term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked

"confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) in the possession of the State and subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality;

or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

11.2 <u>Obligation of Confidentiality</u>. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor's subcontractor is permissible where: (a) the subcontractor is a Permitted Subcontractor; and (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities. Except as it relates to the State's requirement to disclose State records as required by the FOIA, if the receiving party is otherwise required by a court of competent jurisdiction 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. In the event that a party makes a FOIA request for Contractor's records, the State shall endeavor to provide Contractor with notice of such request prior to disclosing any such information.

11.3 <u>Cooperation to Prevent Disclosure of Confidential Information</u>. Each party must use commercially reasonable efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party promptly in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

11.4 <u>Remedies for Breach of Obligation of Confidentiality</u>. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, at the sole election of the non-breaching party, the immediate termination, without liability to the non-breaching party, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

11.5 <u>Surrender of Confidential Information upon Termination</u>. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) Business Days from the date of termination, at the receiving party's option, destroy or return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. If Contractor or the State destroys the Confidential Information, then, upon the disclosing party's request, such party shall certify the same in writing within five (5) Business Days from the date of termination to the other party.

12. **Security**. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the data security policies as set forth in **Schedule C**.

13. **Disaster Recovery and Backup**. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

(a)   maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 4 hours, and a Recovery Time Objective (RTO) of 48 hours (the "**DR Plan**"), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. A summary of Contractor's current DR Plan is attached as **Schedule D**. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry standard practices as guidance. Contractor will provide the State with summary copies of all such material updates to the Plan within fifteen (15) days upon request of the State. All updates to the DR Plan are subject to the requirements of this **Section 13**; and

(b)   If Contractor fails to reinstate all material Hosted Services within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default under **Section 7.1(a)**.

14. Indemnification.

14.1   General Indemnification. Contractor must defend, indemnify and hold harmless the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors from and against all Losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") that does or is alleged to arise out of or result from:

injury or death of a person, or damage to tangible property, arising out of or in connection with any negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any Services or other activity actually or required to be performed by or on behalf of, Contractor (including, in the case of Contractor, any Contractor Personnel) under this Contract.

14.2   Infringement Indemnification By Contractor. Contractor must indemnify, defend and hold the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors harmless from and against all Losses arising out of or resulting from any Action that does or is alleged to arise out of or result from a claim that the Hosted Services, or the State's or any Authorized User's use thereof, actually does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of a third party, provided however, that Contractor shall have no liability or obligation for any Action or Loss to the extent that such Action or Loss arises out of or results from any:

(a)   alteration or modification of the Hosted Services or Service Software by or on behalf of the State or any Authorized User without Contractor's authorization (each, a "**State Modification**"), provided that no infringement, misappropriation or other violation of third party rights would have occurred without such State Modification and provided further that any alteration or modification made by or for Contractor at the State's request shall not be excluded from Contractor's indemnification obligations hereunder unless (i) such alteration or modification has been made pursuant to the State's written specifications and
(ii) the Hosted Services, as altered or modified in accordance with the State's specifications, would not have violated such third party rights but for the manner in which the alteration or modification was implemented by or for Contractor;

(b)   use of the Hosted Services by the State or an Authorized User pursuant to this Contract in combination with any software or service not provided, authorized or approved by or on behalf of Contractor, if (i) no violation of third party rights would have occurred without such combination and (ii) such software or service is not standard in Contractor's or the State's industry and there are no Specifications, Documentation, or other materials indicating Contractor's specification, authorization or approval of the use of the Hosted Services in combination therewith; and

(c)   breach of the Contract by the State or an Authorized User.

14.3 Mitigation.

(a)   If Contractor receives or otherwise learns of any threat, warning or notice alleging that all, or any component or feature, of the Services violates a third party's rights, Contractor will take all commercially reasonable actions necessary to ensure the State's continued right to access and use such Services and otherwise protect the State from any Losses in connection therewith, including investigating such allegation and obtaining a credible opinion of counsel that it is without merit.

(b)   Subject to the exclusions set forth in clauses (a) and (b) of **Section 14.2**, if any of the Services or any component or feature thereof is ruled to infringe or otherwise violate the rights of any third party by any court of competent jurisdiction, or if any use of any Services or any component thereof is threatened to be enjoined, or is likely to be enjoined or otherwise the subject of an infringement or misappropriation claim, Contractor must, at Contractor's sole cost and expense:

(i)   procure for the State the right to continue to access and use the Services to the full extent contemplated by this Contract and the Specifications; or

(ii)   modify or replace all components, features and operations of the Services that infringe or are alleged to infringe ("**Allegedly Infringing Features**") to make the Services non-infringing while providing equally or more suitable features and functionality, which modified and replacement services shall constitute Services and be subject to the terms and conditions of this Contract.

(c)   If neither of the remedies set forth in **Section 14.3(b)** is reasonably available with respect to the Allegedly Infringing Features then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will:

(i)   refund to the State any prepaid Fees for Services that have not been provided.

(d)   The remedies set forth in this **Section 14.3** are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified pursuant to **Section 14.1** and **Section 14.2**.

14.4 Indemnification Procedure. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. The State is entitled to: (i) regular updates on proceeding status upon the State's request; (ii) participate in the defense of the proceeding at the State's expense; (iii) employ its own counsel at the State's expense; and to (iv) retain control of the defense, at its own expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 14**, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

15. Limitations of Liability.

(a)   Disclaimer of Damages. NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES., EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b)   The State's Limitation of Liability. NOT INCLUDING THE STATE'S OBLIGATION TO PAY THE FEES SPECIFIED IN THE STATEMENT OF WORK, IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES SPECIFIED IN THE STATEMENT OF WORK.

(c)   Contractor's Limitation of Liability. Contractor's liability for damages under this Contract shall not exceed an amount equal to the payments actually made to Contractor hereunder during the 12 months preceding the date on which any claim is made against Contractor. Notwithstanding the foregoing, Contractor's liability for breaches of Sections 10.5 (Loss or Compromise of Data), 11 (Confidentiality), or 12 (Security) shall not exceed an amount equal to three times the payments actually made to Contractor during the 12 months preceding the date on which any claim is made against Contractor.

(d)   Exceptions. Subsections (a) (Disclaimer of Damages), (b) (State's Limitation of Liability) and (c) (Contractor's Limitation of Liability) above, will not apply to: (i) Contractor's obligation to indemnify under Section 14 of this Contract; and (ii) damages arising from either party's recklessness, bad faith, or intentional misconduct.

16. Contractor Representations and Warranties.

16.1 Authority and Bid Response. Contractor represents and warrants to the State that:

(a)   it is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b)   it has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;

(c)   the execution of this Contract by its Representative has been duly authorized by all necessary organizational action;

(d)   when executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms;

(e)   the prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder to the RFP; and no attempt was made by Contractor to induce any other Person to submit or not submit a proposal for the purpose of restricting competition; and

(f)   Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

16.2 Software and Service Warranties. Contractor represents and warrants to the State that:

(a)   Contractor has, and throughout the Term and any additional periods during which Contractor does

or is required to perform the Services will have, the unconditional and irrevocable right,

power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;

(b) neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Contract does or at any time will: (i) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or (ii) require the provision of any payment or other consideration by the State or any Authorized User to any third party except as agreed upon in writing, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable Law that would preclude Contractor's performance of its material obligations hereunder;

(c) as accessed and used by the State or any Authorized User in accordance with this Contract and the Specifications, the Hosted Services, Documentation and all other Services and materials provided by Contractor under this Contract will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;

(d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened Action, and it has not received any written, oral or other notice of any Action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services or Service Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services or its other obligations under this Contract, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;

(e) the Hosted Services will in all material respects conform to and perform in accordance with the Documentation ;

(f) Contractor will follow applicable federal standards (i.e., including, but not limited to NIST 800-53) designed to ensure that the Contractor Systems and Services are and will remain free of Harmful Code;

(g) Contractor will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations (including the Availability Requirement) under this Contract;

(h) During the term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Services, will apply solely to Contractor's (or its subcontractors) facilities and systems that host the Services (including any disaster recovery site), and regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third- party software providers will have no audit rights whatsoever against State systems or networks; and

(i) Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third party software provider for any reason whatsoever.

16.3 <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY SUBJECT MATTER HEREOF.

17. Insurance.

17.1 <u>Required Coverage</u>.
Insurance Requirements. Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (b) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> $50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Automobile Liability Insurance	
<u>Minimum Limits:</u> $1,000,000 Per Accident	Contractor must have their policy include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	
Employers Liability Insurance	
<u>Minimum Limits:</u> $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease.	

Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: $1,000,000 Each Occurrence $1,000,000 Annual Aggregate	Policy must cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least one (1) year after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) notify the Contract Administrator within five (5) business days if any insurance is cancelled. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

17.2 Non-waiver. This **Section 17** is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

18. Force Majeure.

18.1 Force Majeure Events. Subject to **Section 18.2**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a "**Force Majeure Event**"), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

18.2 State Performance; Termination. In the event of a Force Majeure Event affecting Contractor's performance under this Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate this Contract by written notice to Contractor if a Force Majeure Event affecting Contractor's performance hereunder continues substantially uninterrupted for a period of fifteen (15) Business Days or more. Unless the State terminates this Contract pursuant to the preceding sentence, any date specifically designated for Contractor's performance under this Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

18.3 Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of this Contract:

<ol type="a" start="1">
in no event will any of the following be considered a Force Majeure Event:
<ol type="i">
shutdowns, disruptions or malfunctions of the Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or
the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event; and

(b)   no Force Majeure Event modifies or excuses Contractor's obligations under **Section 10** (State Data), **Section 11** (Confidentiality), **Section 12** (Security), **Section 13** (Disaster Recovery) or **Section 14** (Indemnification).

19. Software Escrow. Upon the State's request, the State may be added as a beneficiary to Contractor's source code escrow agreement. Such escrow agreement will govern all aspects of Source Code escrow and release.

20. Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this agreement, including the Services, is and shall be deemed to be "embodiments" of "intellectual property" for purposes of and as such terms are used in and interpreted under section 365(n) of the United States Bankruptcy Code (the "**Code**") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory Statement of Works). Without limiting the generality of the foregoing, if Contractor or its estate becomes subject to any bankruptcy or similar proceeding, subject to the State's rights of election, all rights and licenses granted to the State under this Contract will continue subject to the respective terms and conditions of this Contract, and will not be affected, even by Contractor's rejection of this Contract.

21. General Provisions.

21.1 Further Assurances. Each party will, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Contract.

21.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

21.3 Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

21.4 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Contractor:

222 N LaSalle St.

Suite 2100

Chicago, IL 60601

E-mail: legal@origamirisk.com

Attention: General Counsel

If to the State:

[STATE ADDRESS]

E-mail: [E-MAIL ADDRESS]

Attention: [NAME OF CONTRACT ADMINISTRATOR]
Title: [TITLE OF CONTRACT ADMINISTRATOR]

Notices sent in accordance with this **Section 21.4** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

21.5   Headings. The headings in this Contract are for reference only and do not affect the interpretation of this Contract.

21.6   Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent, which consent shall not be unreasonably withheld. The State has the right to terminate this Contract in its entirety or any Services or Statements of Work hereunder, pursuant to **Section 7.2**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Contract for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section 21.6** is void.

21.7   No Third-party Beneficiaries. This Contract is for the sole benefit of the parties and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

21.8   Amendment and Modification; Waiver. This Contract may only be amended, modified or supplemented by an agreement in writing signed by each party's Contract Administrator. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

21.9   Severability. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21.10   Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process

21.11   Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedyand
(b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this **Section 21.11**.

21.12   Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, Vendor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of theContract.

21.13   Unfair Labor Practice. Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A contractor of the State, in relation to the contract, must not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, after award of the contract, the contractor as an employer or the name of the subcontractor, manufacturer or supplier of the contractor appears in the register.

21.14   Schedules All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference.

21.15   Counterparts. This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Contract. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission (to which a signed copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

21.16   Administrative Fee and Reporting. Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget Cashiering
P.O. Box 30681
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

21.17   <u>Extended Purchasing Program</u>. This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

If extended, Contractor must supply all Services at the established terms.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

21.18   <u>Entire Agreement</u>. This Contract, including all Statements of Work and other Schedules and Exhibits, which are hereby expressly incorporated, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of any Schedule, Exhibit, or other document, the following order of precedence governs: (a) first, this Contract, excluding its Exhibits and Schedules; and (b) second, the Exhibits and Schedules to this Contract as of the Effective Date. NO TERMS ON A PURCHASE ORDER OR CONTRACTORS INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

SCHEDULE A STATEMENT OF WORK

This Statement of Work ("SOW") describes services to be performed by Origami Risk LLC ("Origami") for The State of Michigan ("the State" or "Client"). This SOW is subject to all the terms and conditions of the Software Subscription Agreement between Client and Origami, into which it will now be integrated as Schedule A.

I.   BACKGROUND

The State of Michigan's Risk Management ("RM") team is responsible for safeguarding the people, property, and activities of state government. In order to effectively carry out this responsibility, it is critical that RM have efficient and streamlined processes. Historically, RM's purview was relegated to reactive hazard mitigation and regulatory compliance. However, innovative technology, social media, and global cybersecurity concerns have altered the way in which risk is effectively managed. Autonomous vehicles, commercial-use drones, 3D printing, and virtual-reality healthcare are only a few examples of the increasing challenges facing today's risk managers. As the task of managing organizational risk evolves and grows more complex, the need to stay ahead of the curve becomes increasingly significant.

Accordingly, RM solicited proposals from experienced and qualified contractors to implement a Risk Management Information System (RMIS) that provides RM with the ability to:

- Centralize and streamline current risk management systems and processes.
- Improve operational efficiency related to risk management services including insurance compliance, policy administration, claims tracking, and reporting.
- Establish proactive risk management strategy across all state purchasing units.
- Maintain consistency with all contractual insurance terms and requirements.
- Identify patterns and trends in claims data to mitigate risk.
- Monitor risk exposure and compliance using a high-level summary/dashboard of risk portfolio.

RM currently performs manual data entry utilizing multiple sources to collect, analyze, and report data.

II.   PROJECT SCOPE

Provide and implement Origami's Risk Management Information System (RMIS) to Client's Risk Management team to ensure accurate and consistent tracking and reporting of Client's vendor certificates of insurance, automobile liability claims, and insurance policies.

Project Priorities: The immediate priorities focus on the following areas: (i) configure the standard incoming certificate management solution including OCR (ii) configure for data entry of automobile liability claims (iii) configure for data entry of policy information (iv) train users.

Changes to scope, schedule or cost must be addressed through a formal change request process with the State and Origami to ensure understanding, agreement, and approval of authorized parties to the change and clearly identify the impact to the overall project.

Should a requested change increase the scope of the overall implementation significantly, Origami will work the State to evaluate the request and draft an amendment. The State will have the option to review the amendment and approve, defer, or deny the change request. This change control process will require the designation of decision makers at the State with the necessary approval authority. Should the amendment be approved or deferred, Origami will assign the additional necessary resources and incorporate the change into the detailed project plan maintained throughout the implementation process.

III. ROLES AND RESPONSIBILITIES

Client will identify a System Administrator ("Client SA") who will be responsible for working with Origami to implement the Service and to provide ongoing production support to Client's 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.

Client will have final responsibility for decisions regarding the configurations or customizations (such as forms, dashboards, interfaces, reports, workflows and data flows) created by or for Client or Client's users in the Service. For all such configurations and customizations, Client shall be responsible for quality assurance to ensure that such 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.

Origami will assign a highly experienced Senior Client Executive who is responsible for supporting the State's account as described in this SOW, from implementation kick-off through the duration of the business contract. The Senior Client Executive will engage other members of the Origami team as the support effort dictates. Other members of the team assist with individual tasks and include specialists in data conversion and integration, system configuration, and user training.

IV. MILESTONES AND DELIVERABLES

The sample milestone and deliverables schedule set forth below represents a high-level breakdown from project inception to go-live. A more detailed project plan/work breakdown structure (WBS) is developed and agreed to subsequent to the Kick-off meeting.

Milestones/Deliverable	Typical Timing and Duration
Kick-off meeting: • Establish working roles and communication process • Identify critical path items that require immediate action • Designate follow-up tasks for first 2 weeks of project for all parties	Kick-off meeting conducted within **1-2 weeks** of contract commencement number of other preliminary tasks.
Working meetings: • Meetings with key stakeholders from each user profile, to breakdown data requirements for fields, codes, reports, etc.	Expected within **2 weeks** after kick-off meeting above.
Analysis and design decisions reviewed and confirmed: • Results of working meeting and subsequent discussions are reviewed and finalized by the State lead and Origami for system configuration and data mapping including users, locations, policies, codes, incident entry forms, and claim screens for each line of coverage. • Project plan/work breakdown structure (WBS) is agreed upon	Expected within **3-4 weeks** after Working Meeting above.
First pass of general configuration: • Includes claim screens, codes, locations, policies, etc. The system configuration is an iterative process, so as the implementation progresses, the	Expected to be complete within **4-6 weeks** after analysis and design decisions above. Ongoing testing and configuration will continue over the next **4-8 weeks.**

State will be testing and providing feedback to ensure the system is configured to their specifications. • We use proper change control documents to keep track of iterative decisions made by the team throughout the implementation process.	
Initial conversion of historical data to match up with analysis and design decisions above	Expected to be complete within **6-8 weeks** of receipt of complete and accurate data.
Report configuration decisions: • Origami and the State establish initial list of reports to pre-configure for immediate use.	Expected to be complete within **20 weeks** of project commencement.
Configured reports: • Initial list of reports pre-configured for testing and use.	Expected to be complete within **4-6 weeks** of Report configuration decisions above.
User rollout and training: • Origami works closely with the State to construct go-live plan, stakeholder communication, change management, and training documentation.	Expected to commence within **22-24 weeks** of project commencement.
Go-live activities	Expected to commence within **24 weeks** of contract signature.

A.   Licenses

Base Functionality

Functionality	Selected	Description
RMIS	**Yes**	Includes functionality related to risk management, including incidents, claims, insurance policy management, locations, certificates of insurance, safety, and risk management portal.
Enterprise Risk Management (ERM)	**No**	Includes ERM functionality.

* Origami offers other base functionality (e.g., Claims Adjudication and Policy Underwriting and Issuance) not included under this SOW.

User Licenses

License	Quantity	Description
Full User	**3**	These licenses have access to all the capabilities and features of the Service under the base functionality selected above, 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 below.
Certificate Full Users	**0**	These licenses have access to all the capabilities and features of the Service under the base functionality selected above, limited to the management of Certificates of Insurance. These licenses have access to Extended Functionality features to the extent selected below.
Light User	**0**	These licenses have access to the dashboard, reports pre-configured for them, and read-only access to other areas of the Service under the selected base functionality. Light Users do not have access to Administration features or Extended Functionality features.
Claims Adjusting User	**0**	These licenses have access to all the features and capabilities of the Service under the base functionality selected above, including 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 below.

Non-Named-User Access Licenses

License	Selected	Quantity	Description
Enterprise-Wide Record Entry	No	Up to **0 records** added per year	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 Origami's administration features ("Portal Data Entry") or (2) granting access to a URL sent from Origami Risk as a Data Entry Event email notification, giving time limited access to a single record ("Grant Access").
Enterprise Values Collection	No	**0 Users**	These licenses allow representatives in the field to enter data through the Service's online platform pertaining to information necessary for renewal submissions, such as TIV, Square Footage, COPE information, or other such asset and exposure data.

Extended Functionality Licenses

License	Selected	Quantity	Description
API Access	No	**N/A**	This license provides access to Origami's web service REST APIs using calls. Includes access for up to 5,000 calls per day. API calls may be made concurrently, subject to reasonable limitation when needed to preserve system performance. Requires a minimum of five (5) Full Users and/or Claims Adjusting Users.
Secure Email	No	Up to **0 Secure Emails** sent per month	This license provides secure email functionality, which provides password protected hosting for email communications from and to the Service.
OCR Scanning	Yes	**Included**	This license provides optical character recognition (OCR) functionality for mapping specified data from scanned documents to data fields within the Service.
Certificate of Insurance Tracking	Yes	**1,000 Insureds**	This license provides certificate of insurance tracking for third party insureds, such as tenants, vendors, contractors, or customers.

SMS Messaging	No	**0 SMS Messages** (over initial 500)	This license provides the ability to send SMS messages as workflow actions within the Service's administration features. The first 500 messages per year are provided at no additional cost, and this license provides the ability to send more than 500 messages per year.
Two Factor Authentication	No	**0 2FA Messages** (over initial 500)	This license provides the ability to send SMS and/or email messages to users to validate their identity before logging in from a new device and/or once every 30 days from the same device. The first 500 messages per year are provided at no additional cost, and this license provides the ability to send more than 500 messages per year.
Mobile Forms App	No	**Not Included**	Origami's Mobile Forms App may be used by any named user for no additional license fee, but service hours are required for configuration.
Mobile Claimant App	No	**Not Included**	Origami's Mobile Claimant App may be used by any named user for no additional license fee, but service hours are required for configuration. Requires a minimum of three (3) Claims Adjusting Users.
Workers' Compensation Solutions*	No	Jurisdictions: **None**	This license includes the following Origami Compliance solutions (this functionality is only available to Claims Adjusting Users): • Automated EDI FROI/SROI State Reporting via Mitchell • Indemnity Benefits Rates • Workers' Compensation State Forms
ODG Integration User*	No	**0 Users**	This license provides integration with ODG's Return to Work guidelines. Only Claims Adjusting Users and Full Users may utilize this feature. This feature queries ODG's RTW and treatment guidelines based on WC claim diagnosis codes.
Tableau*	No	**0 Users**	This license allows Origami users to access Tableau within the Origami environment, providing enhanced data visualization.
eSignature Integration*	No	**0 Envelopes**	This license provides the ability to tag mail merge documents with electronic signature fields, authenticating through a third-party eSignature tool.

* By purchasing this license, Client will need to agree to certain vendor terms and conditions to be provided by Origami.

License 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, Professional Services hours may be applied for any such configuration.

2. In addition to the generally available features, Origami may occasionally deploy new functionality that will require an Extended Functionality License similar to those listed in the Extended Functionality License section above. 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 an Extended Functionality License in a separate Statement of Work.

B. Hosting

Origami will provide data hosting for up to 5,000 vendors and certificates, claims and policies. In addition, Origami will provide 100GB of searchable file attachment hosting. Additional hosting is available at any time during the term of this SOW as set forth in the Pricing section below.

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

C. Implementation Services

Implementation is the process of configuring the Service for use by Client including system settings, supporting Client in loading data, training users, 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 described in the Project Scope above, 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. Upon Go-Live, Origami will move Client from its staging environment to its live production environment and continued use of Origami's staging environment after Go-Live will incur additional hosting fees.

Client's provision of timely and accurate specifications, direction and feedback is essential to the implementation. Origami provides implementation for a fixed price based on reasonable estimates from Client and Client's continued and uninterrupted effort toward Go-Live. 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. If necessary, Client will be allowed up to one implementation "pause" not to exceed 30 days. Any additional pauses in implementation or failures 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. Origami may pause and reallocate its resources as reasonable in the event of significant delays.

During implementation, Origami also provides details about the State's Origami contacts as well as maintains details about the State's project stakeholders. The composition of the project team may impact the overall implementation timeline, including based on the resources the State is able to allocate to the project. Responsibilities for each stakeholder as well as their durations and deadlines are tracked as part of the project schedule.

The responsibilities of both Origami and the State are further formalized and reflected with assignments within the project schedule maintained within SmartSheets. This is reviewed during weekly status calls with the State during implementation as well as reflected within the provided status reports.

Origami will provide a tool for both Client's project resources and Origami's service personnel to track upcoming holidays and vacations. For any planned time off, backup contacts are designated.

1.   **System Configuration**
Origami is designed to be highly configurable using on-screen administrative tools available for ongoing use by our clients. This gives our clients control over everything from data integrations, screen design, mail merge documents, advanced workflows, and even the ability to create custom objects and associate them with other entities in the system, through the use of our on-screen tools without the need for custom code.

Ongoing professional services hours during each contract year are allocated at the client's discretion and may be used for configuration change requests.

Origami will:
- Configure up to 10 Certificate Insured Profiles
- OCR mapping for up to 2 Acord Form Templates
- Configure 1 claim form layout for Automobile Liability claims
- Configure 1 Location form layout
- Configure up to 4 Contact form layouts
- Configure 1 Policy form layout
- Configure up to 5 data entry events with corresponding system actions
- Configure up to 3 User Security Profiles
- Configure up to 2 default dashboards using standard Origami dashboard widgets.
- Configure up to 5 reports using standard Origami RMIS templates and/or the custom template design tool.
- Configure up to 2 report distribution lists.

Client will:
- 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.

2.   Convert Legacy System: NO LEGACY DATA TO CONVERT

3.   Migration

The State has the option of utilizing Origami's Data Import Utility at no extra cost, assuming the spreadsheets are in the Origami standard layout found in the Data Import Utility, allowing for data to be uploaded to the system by spreadsheet.

Origami's data import center comes with a number of pre-defined spreadsheets that can be used to import data to the system such as locations, vendors, HR information, assets, and many other data structures that exist in the system. Spreadsheets (or delisted files) are dynamic to allow for the import of custom fields. Spreadsheets can be loaded manually to Origami within the administrative interface or pulled into Origami automatically using a schedule and FTP site. The data import center provides full encryption, exception handling, and notifications.

Other unique options available to the State within the Data Import Center include:
- Upon import of data, users can select 'prevent inserts'. If checked, any records contained in the spreadsheet that do not match existing records will be rejected. This is option allows users to modify and update existing records without creating any new ones. This is a useful tool for bulk data updates.
- Upon data import, users can select 'prevent updates'. When selected, any records that match an existing system record will be rejected. This option is used specifically to load new data/records and prevent updates/modifications to existing records.
- Origami also supports the option to apply all incoming column data on matched records. When this is selected, incoming file values that are empty or blank, which otherwise flags an error or exception, will be processed. Uploaded values contained in the spreadsheet will overwrite any existing record data in Origami on matched records.
- Users may also select to run the data import via import queue. This option is used when more intensive record types are being updated, such as large imports for claims, locations, etc. This prevents the user from having to watch the job process on-screen and they will instead receive an email when the process has started as well as completed.
- Finally, Origami provides the option to create automated imports. Using this option, Origami provides an FTP site and PGP encryption key to configure automated, routine data loads. Users may define a schedule at which Origami will check the FTP site for new imports and process them. This option also includes email notifications to designees when imports are started, processed, and when exceptions occur.

4.   Integration

There are no integration services needed at this time, however the State may require integration services in the future.

D.   Training Services

Origami will:
- Provide 16 hours of training to Client in year 1 of this SOW and provide additional training each subsequent year as needed. Professional Service hours will be eroded for training in

future years. 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.

E.   Project Management Services

In managing its obligation to meet the above milestones and deliverables, Origami is required to utilize the applicable State Unified Information Technology Environment (SUITE) methodologies, or an equivalent methodology proposed by Origami. The State acknowledges that Origami will be utilizing an iterative implementation approach as documented below and agrees that such approach is equivalent to SUITE and will be acceptable to the State. Origami will be providing the standard Origami artifacts to the State for the purposes of updating their SUITE documentation as necessary.

1.   Methodology

Origami's project management methodology is based on a set of **ITERATIVE** processes from top to bottom.

Origami will:
- Schedule and lead initial kickoff call or meeting
- Maintain schedule with key deliverables and expected dates
- Lead status calls twice per month
- Maintain project status document containing priority list, open items and changes which may impact timeline
- Coordinate all activity within Origami to complete Origami's tasks on the project schedule and assign project management as shared role of team members
- The Service's administrative tools and screens serve as documentation of the implementation for Client's System Administrator to reference.

Client will:
- Participate in status calls and working meetings
- Coordinate all activity within Client's organization to complete Client's tasks on the project schedule
- Coordinate all activity of Client's 3rd party providers required to complete tasks on the project schedule

2.   Quality Management Plan

To ensure transparency and quality during each client's implementation, Origami provides clients access to a staging environment. The staging environment is used to configure each deliverable to the client's specifications and immediately provide them to client stakeholders for review and testing. This provides a tight feedback loop where client feedback can be immediately incorporated into the system configuration throughout the process. The staging environment is also key in the change management process as it allows our clients to take an active learning approach and begin using many aspects of the system in advance of go-live.

User acceptance testing is performed throughout the implementation process to ensure the system is appropriately configured to the State's specifications including all workflows, screens,

codes, import/export capabilities, security, etc. Origami will work with the State to identify the areas of the system requiring the most testing as well as on the most effective way to test the system. Our iterative testing approach allows for more frequent feedback on the project, which is incorporated into the system design. Origami would perform user acceptance testing within the staging environment within iterations throughout the implementation.

3.   Project Plan & Reports

Upon completion of the first working meeting, Origami will develop an accurate project plan based on prioritization of tasks.

The project plan is developed and maintained using SmartSheets, providing a central, collaborative, and real-time format accessed by the State's stakeholders via URL for reference throughout implementation. The SmartSheet includes deadlines and is updated as the project progresses. It also includes assignees for each task, both for the State and for Origami's project team. This project plan is reviewed during the weekly status calls with the State, based on the progress made by both parties during the previous weeks, and projections for tasks planned during the subsequent period.

The project plan is also updated as the project progresses with any issues impacting the project, as applicable, and steps being taken to address them. Origami also provides a status report during each meeting, including any issues/risks identified along with upcoming tasks.

Origami leverages status reports to monitor project deliverables, including both completed and upcoming items and issues/risks, as well as mitigation, as needed. Status reports are provided and reviewed during the weekly status calls.

4.   Communication Management Plan

As depicted in the following organizational chart, the professional services group is broken into smaller teams complete with a Service Team Lead, Senior Client Executives, Client Executives, and Risk Analysts. The team works as a cohesive unit allowing for knowledge sharing among the team as well as a more focused approach to providing attention to our clients. The State's account is outlined in green and the red lines depict the lines of communication as well as the project's escalation team members.

The State will be in direct contact with their Origami service professionals and can contact them by phone or email at any time. Origami will also facilitate weekly status meetings with the State's project stakeholders to review completed tasks and discuss upcoming work for the subsequent reporting period.
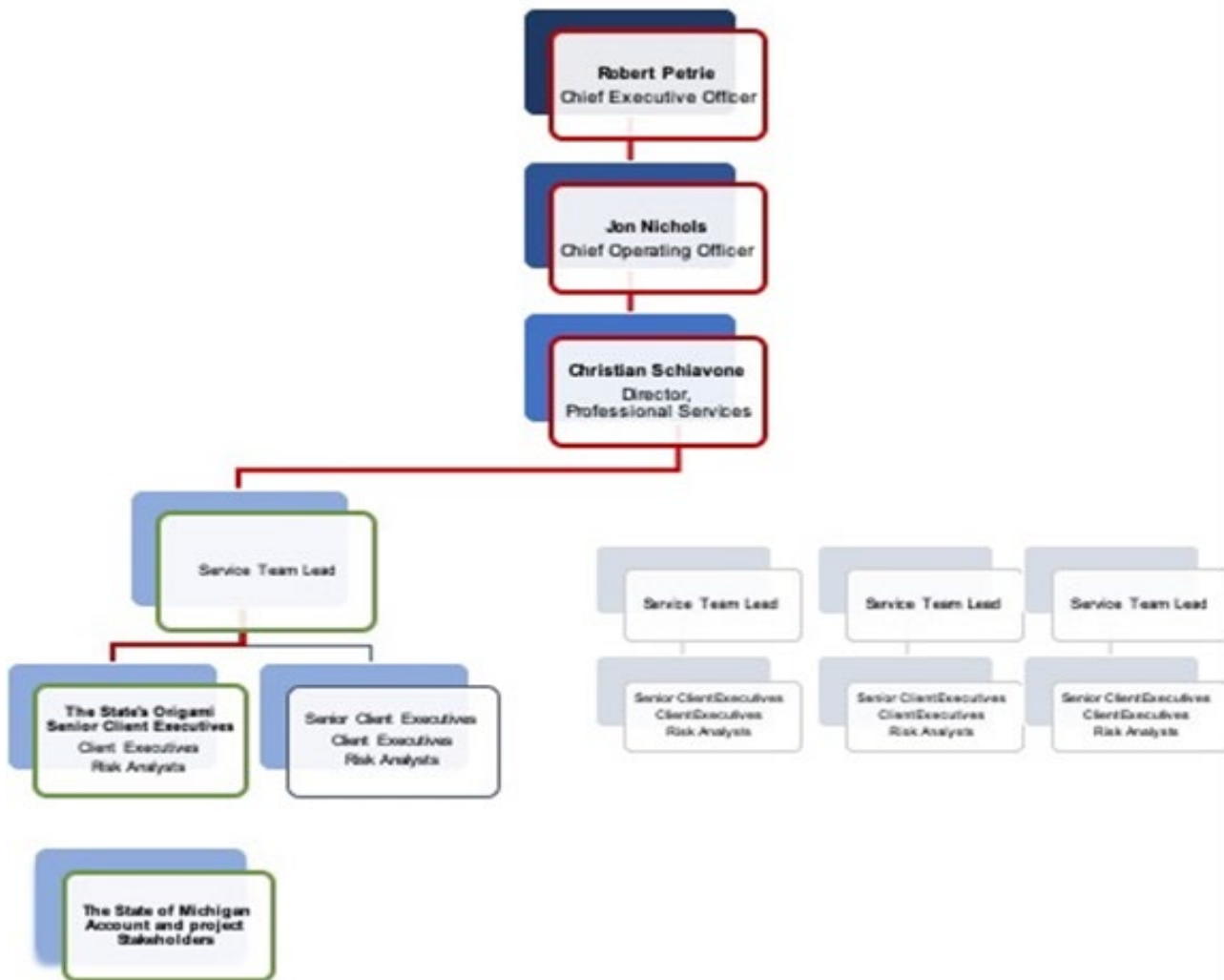
5. Change Management Plan

Should a requested change increase the scope of the overall implementation significantly, Origami will work with the State to evaluate the request and draft an amendment. The State will have the option to review the amendment and approve, defer, or deny the change request. This change control process will require the designation of decision makers at the State with the necessary approval authority. Should the amendment be approved or deferred, Origami will assign the additional necessary resources and incorporate the change into the detailed project plan maintained throughout the implementation process.

6. Risk Management Plan

Origami develops a risks and issues template which is made available to both the Origami and the State. The template is used to track the potential risks and issues that could arise prior to and/or during the project. Each item is given a probability rating (low, medium, high) and probability of impact (low, medium, high, show stopper) which together result in an overall risk score (low, medium, high). On a regular basis, typically during an implementation project status meeting, the risks and issues are reviewed and appropriate mitigation action items are defined, assigned, and executed, as needed. Typical risks and issues we manage include:

- Delays caused by third parties (medium probability, medium impact, medium risk). During most implementation projects, we rely on the timeliness and accuracy of the

previous RMIS vendor to provide the historical data for conversion, as well as vendors of the various data interfaces to provide file specifications and testing files. When delays occur in getting this information from these parties, we typically contact the specific third-party vendor to offer assistance or to reset timing expectations.

- Increased project scope (additional work added to the project) (medium probability, low impact, low risk). In many cases, as clients become familiar with the system, they identify additional features they would like access to use, thus adding to the overall scope of the project. In these cases, we do our best to absorb the additional scope without changing the project timeline; however, considerable scope changes to the original Statement of Work can result in an extended implementation.

- Project team member turnover (medium probability, high impact, high risk). For complex projects, continuity is very important to maintain an aggressive and accurate project timeline. Should a vital project team member from Origami become temporarily or permanently unavailable, we will do our best to quickly find a suitable replacement while spreading out any immediate duties to other members on the team.

7.   Issue Management Plan

As part of the weekly status report, Origami maintains an issues log which details any issues impacting the project. The issues log details the issue, who it is assigned to, and steps being taken to address each. This is reviewed regularly during implementation, generally during the weekly status calls with the client.

8.   Project Lessons Learned

Origami will work with the State to implement the software within the context of a single project. Unless the State expands its scope and use of the software in the future, there are no subsequent implementation periods during which lessons learned will be applied. As such, we believe this component to be not applicable to the engagement.

Origami conducts a survey at the conclusion of every implementation as well as an annual client satisfaction survey to gather feedback from the entire Origami client base. As a part of our annual survey, clients are asked to rate their overall satisfaction (very satisfied, satisfied, not satisfied) with Origami Risk. Should any client indicate they are satisfied or not satisfied, we work with the client to implement a satisfaction improvement plan detailing how they will be moved to a very satisfied rating during the subsequent survey period.

9.   Project Closure Report

For each deliverable, when the State is satisfied with the staging environment and is confident the system is ready to be deployed, we schedule a final cutover of data from the current systems and migrate all data and settings to the live environment. We typically coordinate user training during this downtime as well.

The State will continue to have support from the same Origami implementation team throughout the duration of the contract. The project schedule and status reports depicted in figures 15 and 21 will be maintained through go-live and serve as documentation post-implementation of all documented issues/risks, tasks, timing, etc.

F.   Meetings

Upon contract execution and kickoff, Origami will meet with the State's project stakeholders to begin the requirements gathering process to begin defining and validating the overall system design. Upon

completion of the first working meeting, Origami will develop a project plan based on prioritization of tasks. This includes a detailed breakdown (WBS) of tasks required by both Origami and the client. We also work with the client to set project priorities and the critical path which gives them the option to start using aspects of the system before the project is complete.

During implementation, Origami will have regular status calls with the State's project stakeholders. Origami has adjusted to include weekly status calls per the State's request. Status calls with monitor tasks, issues, and risks. Due to the frequency of status calls, they are often conducted via collaborative webinar. Status calls will be scheduled and facilitated by the Origami Senior Client Executive but other Origami team members may participate, as dictated by the project.

G.   Ongoing Support

After the Implementation is completed or Client is using the Service in production for greater than 30 days, this section of the SOW describes Origami services through the remainder of the term of this SOW. If the parties agree that certain parts of the Service will go Live before others, this section will apply to each part upon going Live.

1.   Professional Services

This SOW includes up to 45 hours of Professional Services in the first year, up to 45 hours in the second, third, fourth and fifth years. Professional Services include any work performed by Origami professionals on behalf of Client. Examples include:

- Helpdesk support for users
- Additional user training
- General assistance utilizing the Service
- Configuration of features for Client's use
- Maintenance of screens and system configurations as workflows evolve
- Configuration of customized reports
- Maintenance or modification of any import or export scripts
- Attendance in meetings
- Project management tasks and administration

2.   Maintenance & Upgrades

Origami deploys releases on average of every 8 to 10 weeks to provide new and upgraded capabilities to our software. This iterative delivery model ensures greater stability by avoiding large complicated upgrades with interdependent code. As we release new features, we provide appropriate release notes, demonstration videos, and training as needed.

Origami maintains a single version of our software in production at any one time. The following provides an overview of our release management processes:

- Prioritized feature queue: Enhancement requests are combined into a single queue that is prioritized by Origami management.
- Release process: Once the development of the release has been completed, the development team initiates quality assurance testing, which includes unit testing, integration testing, and feature testing. When the development team is satisfied the software release is ready, the build is deployed to the staging (test) environment. The staging deployment includes the release of the software as well as copies of select client data. When Origami's management is satisfied with the quality of the deployed release, a schedule is set for the release to be deployed to the production environment. The State is informed at least 1 week in advance of the release and is given an overview of the new and/or upgraded features being introduced.

- Software patches: Origami generally deploys patches to the staging environment prior to the production environment. Because some software patches are more urgent in nature and may undergo less rigorous testing prior to being deployed to the live environment, not all software patches follow the same release process described above.
- Server upgrades: Origami plans operating system maintenance at least monthly to ensure the latest patches have been applied to the production environment. All updates are tested in our staging environment prior to being run in production. Origami also upgrades the software of supporting applications such as SQL Server, LogiAnalytics, and third-party libraries. These are tested in our development and staging environments prior to being deployed into production.

V. PRICING AND INVOICE SCHEDULE

The price for the licenses and services listed above in this SOW is $102,450 for the first year and $44,325 for years two, three, four and five of this SOW. Exhibit B provides a detailed breakdown of the components of the price.

Payment for Year 1 will be invoiced and due upon execution of this SOW. Payments for Year 2, 3, 4 and 5 are due annually upfront on the anniversary date of this SOW.

If needed, additional services can be purchased through an addendum to this SOW. 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.

ADDITIONAL PRICING:

    1. If Client requires additional hosting during the term of this SOW, additional hosting fees will apply as follows:

        - Current annual fee for hosting of up to 5,000 Vendors, Claims, Policies = $7,500
        - Annual fee for hosting of 5,001-10,000 Claims / Incidents = $10,000
        - Annual fee for hosting of 10,001-25,000 Claims / Incidents = $15,000

        - Current annual hosting fee includes 100GB of searchable File Attachment hosting
        - Additional searchable File Attachment hosting is $2,500 per 50GB per year

2. Additional Professional Service hours will be invoiced as incurred at Origami's unbundled rate listed within Exhibit B. Bundled hours (minimum of 10) may be added prior to the start of each contract year at Origami's bundled rate listed within Exhibit B.

3. Additional users, additional licenses or additional use beyond that which is listed above in the Licenses section of this SOW 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 this SOW.

4. Certificate User License will be $16,500 for up to 45 users. Rate per user over 45 users will be $350/user. Users will be added within one year of contract execution, to which this rate will apply.

VI. Termination for Convenience

The State may terminate this Contract in whole or in part, for any reason, effective at the end of the first or second year of the term of this SOW by providing written notice to Origami at least 30 days prior to such date. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with Section 7.3 of the Contract. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities and, as a cancellation fee and not as a penalty, (1) 100% of all unpaid fees for services rendered, and (2) 25% of all other unpaid fees remaining under the Contract for years 2 and 3, to the extent the funds are available..

EXHIBIT A - PRICING DETAIL

	Volume	Rate:	Year 1	Year 2	Year 3	Year 4	Year 5	Comments
License:								
RMIS Solution		$6,200	$6,200	$6,200	$6,200	$6,200	$6,200	Base Origami Software License included Source Code Escrow
Full	3	Tiered	$6,000	$6,000	$6,000	$6,000	$6,000	Full licenses have access to all the capabilities and features of Origami Risk, except those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits, and except for those features listed within the Extended Functionality Licenses. * Same rates apply for select **Administrator Users**
Certificate User	35	Tiered	up to 35 users @ $12,800/year; users over 35 @ $350/user *rate effective through 1 year from contract execution.					Full Certificate licenses have access to all the capabilities and features of Origami Risk as relates to managing Certificates of Insurance and with the exception of those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits, and except for those features listed within the Extended Functionality Licenses.
OCR Scanning	1	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	This license provides optical character recognition (OCR) functionality for the purpose of mapping specified data from scanned documents to data fields within the Service.
Certificates - Including Vendor Access	850	Total Vendors	$2,000	$2,000	$2,000	$2,000	$2,000	This license provides certificate of insurance tracking for third party insureds, such as tenants, vendors, contractors or customers. The first 100 insureds are provided at no additional cost, and this license provides the ability to track certificates for more than 100 insureds.
Hosting	up to 5,000 incidents & claims	Variable	$10,000	$10,000	$10,000	$10,000	$10,000	Network, Storage, Security, Monitoring, Staffing and Hosting: Up to 5,000 incidents & claims assumed (data storage) Up to 100 GB of file storage Security & Encryption costs Costs of Intrusion and penetration testing Redundancy and backups Cost of IT Operations staff and Security Accreditations (NIST-800, SSA 16 SOC 2 Type 1 and Type II, etc.) Costs related to 3rd Party Auditing Licensing of Server and System Software Cyber Insurance
Professioinal Services:								
Implemenation Hours	245	$225	$55,125					Fixed bid implementation for deliverables listed below
Travel Expenses (Optional)			$3,000					Includes one trip for 2 Origami resources
Support Hours	45	$225	$10,125	$10,125	$10,125	$10,125	$10,125	
		Annual Totals:	**$102,450**	**$44,325**	**$44,325**	**$44,325**	**$44,325**	

NOTE: The parties agree that any discounts to the price for the licenses and services shall first apply to professional services and if any discounts should remain after applying them against the professional services, then they shall be applied to any remaining licenses and services on a proportional basis.

EXHIBIT B - SERVICE LEVEL AGREEMENT (SLA)

SYSTEM AVAILABILITY

Origami Risk 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 Risk will schedule downtime between 8:00 PM CT and 7:00 AM CT. Origami Risk will post system availability statistics quarterly.

"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 Origami's production environment and not to Origami's staging environment.

Service Credits:

> In the event there is a material failure of Origami's service to meet the Availability Requirement (a "Service Level Failure") in any calendar month, then Client shall have the following sole and exclusive remedy: 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 (i.e., 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 Origami Risk user. These determine the type of communication that they will receive from Origami Risk.

- Emergency: Receive emails concerning outages and other system problems
- Maintenance: Receive emails concerning scheduled maintenance on the system.

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

SERVICE REQUESTS

Origami Risk 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 CT and 8:00 PM CT will typically be responded to immediately, and Client may also call any member of the Origami Risk support team directly. If Client does not receive a prompt response, Client may escalate by contacting any Origami Risk 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 Risk support team directly.

SECURITY

Any data stored on temporary devices, including drives, laptops, desktops, and servers must be encrypted when at rest. If unencrypted data is required for processing and analysis, it must be removed immediately.
Origami maintains compliance with the following standards:
- **SSAE 18 SOC 2 Type 2** – This refers to a reporting framework created by the American Institute of Certified Public Accountants (AICPA) that assesses the controls of service companies such as Origami Risk. Origami's SOC 2 Type 2 report, prepared pursuant to an independent third-party examination, demonstrates how Origami achieves compliance with important controls related to security and confidentiality. Origami's SOC 2 Type 2 report contains a description of its controls environment and an external audit of its controls that meet the AICPA Trust Services Security and Confidentiality Principles and Criteria. Origami's service is audited under this framework on an annual basis by an accredited firm. Origami's SSAE 18 SOC 2 Type 2 audit results can be supplied to current clients upon request.
- **FISMA** – Origami is compliant with security controls based on NIST 800-53 Revision 4 and has received Federal Information Security Management Act (FISMA) Moderate System Authorization and Accreditation. In addition, the Origami Risk service has received Authorization to Operate (ATO) by a federal authorizing agency.
- **HIPAA Security Rule** – Compliance with NIST 800-53 allows Origami, by way of existing security controls, to meet security requirements established by the HIPAA Security Rule. NIST issued SP 800-66, "An Introductory Resource Guide for Implementing the HIPAA Security

Rule," which documents how to implement the HIPAA Security Rule using NIST publications on information security.

EXHIBIT C - Contractor Personnel

Contractor Contract Administrator
Name   Earne Bentley, President, Risk Solutions
Address   1200 Abernathy Rd., Suite 1700, Atlanta, GA 30328
Phone   (404)425-9655
Email   ebentley@origamirisk.com

Contractor Project Manager
Name   TBD
Address   TBD
Phone   TBD
Email   TBD

Contractor Service Manager
Name   TBD
Address   TBD
Phone   TBD
Email   TBD

Contractor Security Officer
Name   TBD
Address   TBD
Phone   TBD
Email   TBD

PERSONNEL REQUIREMENTS

Origami performs pre-employment background checks for all employees. Personnel classified as high risk, including Origami's executive leadership and IT Operations team, additionally undergo background checks every two years.

Pre-employment and routine background checks for high-risk personnel include:
- Nationwide Criminal Background Search (includes felonies and misdemeanors)
- Nationwide Sex Offender Registry Search
- Government Background Check including either the National Agency Check with Inquiries (NACI) or Level 5 Public Trust

Pre-employment background checks for all other personnel include:
- Social Security Number Validation
- Nationwide Criminal Background Search (includes felonies and misdemeanors)
- County Criminal Background Search (performed for all counties of residence)
- Nationwide Sex Offender Registry Search
- Government Sanctions Search (includes OFAC, DDTC, AECA, BIS, and GSA)

EXHIBIT D - State of Michigan Personnel

The State will provide the following resources as part of the implementation and ongoing support of the Solution.

State Contract Administrator
The State Contract Administrator is the individual appointed by the State to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

State Project Manager
The State Project Manager will serve as the primary contact with regard to implementation Services who will have the authority to act on behalf of the State in approving Deliverables, and day to day activities.

Agency Business Owner
The Agency Business Owner will serve as the primary contact for the business area with regard to business advisement who will have the authority to act on behalf of the State in matters pertaining to the business Specifications.

State Technical Lead
The State Technical Lead will serve as the primary contact with regard to technical advisement.

SCHEDULE B Service Level Agreement

SYSTEM AVAILABILITY

Origami Risk 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 Risk will schedule downtime between 8:00 PM CT and 7:00 AM CT. Origami Risk will post system availability statistics quarterly.

"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 Origami's production environment and not to Origami's staging environment.

Service Credits:

> In the event there is a material failure of Origami's service to meet the Availability Requirement (a "Service Level Failure") in any calendar month, then Client shall have the following sole and exclusive remedy: 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 Origami Risk user. These determine the type of communication that they will receive from Origami Risk.

- Emergency: Receive emails concerning outages and other system problems
- Maintenance: Receive emails concerning scheduled maintenance on the system.

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

SERVICE REQUESTS

Origami Risk 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 CT and 8:00 PM CT will typically be responded to immediately, and Client may also call any member of the Origami Risk support team directly. If Client does not receive a prompt response, Client may escalate by contacting any Origami Risk 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 Risk support team directly.

SECURITY

Any access to Origami Risk requires a unique user id and password. Passwords must adhere to standard password security rules including minimum length and complexity. Origami Risk 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 Origami Risk 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 Risk 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 Risk FTP site must support the use of FIPS 140-2 encryption. Origami uses Open PGP for file encryption and can provide an encryption key to be used by the client. Origami Risk 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.

SCHEDULE C Data Security Requirements

1. **Definitions.** For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** shall have the respective meanings given to them in the Contract.

"**Contractor Security Officer**" has the meaning set forth in **Section 2** of this Schedule.

"**Contractor Systems**" has the meaning set forth in **Section 5** of this Schedule.

"**FedRAMP**" means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

"**Hosting Provider**" identifies a separate third-party subcontractor that is providing any of the hosting services including management and operation of computing hardware, ancillary equipment, networking, Software, firmware, data, other services used to provide Hosted Services; typically identified as a cloud provider.

"**Hosted Services**" means the hosting, management and operation of the computing hardware, ancillary equipment, networking, Software, firmware, data, other services (including support services), subcontractors, and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

"**NIST**" means the National Institute of Standards and Technology.

"**PSP**" means the State's IT Policies, Standards and Procedures

2. Contractor will appoint a Contractor employee to respond to the State's inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto ("**Contractor Security Officer**"). The Contractor Security Officer will be considered Key Personnel under the Contract.

3. **Protection of the State's Confidential Information**. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

    3.1   All software and data Hosting Provider environments must have FedRAMP authorization and Contractor must maintain hosting in a FedRAMP authorization computing environment for the Contracted Services throughout the Term, and in the event the contractor is unable to maintain FedRAMP authorized hosting, the State may move the Software and data to an alternative provider, at contractor's sole cost and expense;

    3.2   for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit for validation of NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as identified in the applicable Security Accreditation Process.

    3.3   ensure that the Software is securely hosted, supported, administered, and accessed in a data center that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards

(www.uptimeinstitute.com), or its equivalent;

3.4   maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements set forth in the Contract, and must, at a minimum, remain compliant with NIST Special Publication 800-53 (v4 and the most recent version 12 months after publication by NIST) MOD Controls using minimum control values as identified in the applicable Security Accreditation Process.;

3.5   provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with industry standard practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, SOC and HIPAA requirements as applicable);

3.6   take industry standard reasonable measures designed to:

(a)   secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and

(b)   prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (i) unauthorized access to any of the State's Confidential Information;

3.7   ensure that State Data is encrypted in transit and at rest using FIPS PUB 140-2 validated AES encryption and a key size of 128 bits or higher;

3.8   ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML) or comparable mechanisms;

3.9   ensure the Hosted Services have multi-factor authentication for privileged/administrative and other identified access for Contractor employees and support multi-factor authentication for privileged/administrative and other identified access for State Authorized Users.

4.   Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems (which shall not, under any circumstances, include the Hosted Services), in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this **Section 4**. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

5. Contractor Systems. Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor in connection with the Services ("**Contractor Systems**") and shall prevent unauthorized access to State systems through the Contractor Systems.

6. Security Audits. During the Term, Contractor will:

6.1   maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State's Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this Schedule; and

6.2   upon the State's request, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract as well as Contractor's reasonable privacy and security policies in effect at the time of the audit. The State may, but is not obligated to, perform such security audits; and

6.3   if requested by the State (no more than once in an audit period), provide a copy of Contractor's SOC 2 Type 2 audit report to the State within thirty (30) days. Contractor's SOC 2 Type 2 audit report will be recognized as Contractor's Confidential Information and not subject to disclosure under FOIA.

7. Nonexclusive Remedy for Security Breach. Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.