UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

UTA CONTRACT NO. 23-03768

SOFTWARE FOR CLAIMS MANAGEMENT

THIS IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below ("Effective Date") by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"), and Origami Risk LLC, a Delaware limited liability company (the "Contractor").

RECITALS

WHEREAS, UTA desires to award a contract for a software-as-a-service for claims, safety management, and risk and policy management and related professional services to Contractor; and

WHEREAS, UTA wishes to procure the Software and Professional Services according to the terms, conditions and specifications listed herein ; (as subsequently amended through negotiation by the parties); and

WHEREAS, Contractor is willing to furnish the Software and Services according to the terms, conditions and specifications of this Contract.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. **SOFTWARE AND ASSOCIATED SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor hereby agrees to furnish and deliver the Software and Professional Services in accordance with the Contract as described in Exhibit A (Order Form and Statement of Work).

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Software and Services (made via execution of Order Forms and Statements of Work as applicable) during a THREE (3) - year period expiring November 15, 2026, UTA may, at its sole election and in its sole discretion, extend the initial term for up to TWO (2) additional one-year option periods, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

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3. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the invoicing terms as described in the applicable Order Forms and/or Statements of Work.

4. **INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Software and Associated Services Supply Agreement (including any exhibits and attachments hereto).

2. The terms and conditions of Contractor's Software Subscription Agreement (including any exhibits and attachments thereto).

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

c. If this procurement is funded by federal dollars, the mandatory FTA terms and conditions contained at Exhibit C will also apply.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:
- UTA Contract including all attachments and terms and conditions
- Origami Software Subscription Agreement

6. **LAWS AND REGULATIONS**

Contractor will comply with all applicable Federal and State laws and regulations, including those related to safety and environmental protection, to the extent applicable to complying with its obligations in this Contract. Contractor shall also comply with all applicable licensure and certification requirements to the extent applicable to complying with its obligations in this Contract.

7. **INVOICING PROCEDURES**

a. Contractor shall submit invoices to UTA's Project Manager or other designated contact for processing and payment in accordance with the applicable Order Form and/or Statement of Work.

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    b. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

        i. Contractor Name

        ii. Unique Invoice Number

        iii. PO Number

        iv. Invoice Date

        v. Reasonably Detailed Description of Charges

    c. UTA shall have the right to dispute (and withhold from payment) in good faith specific line items of each invoice to address non-conforming Goods or Services. Payment for all invoice amounts not specifically disputed by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

8. **WARRANTY OF SOFTWARE AND SERVICES**

    a. Contractor warrants that all Software shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Documentation.

    b. [Reserved]

    c. [Reserved]

    d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein to correct the non-conforming Software as set forth in Section 8(a) or the non-conforming Professional Services as set forth in Section 14 within the thirty day cure period as set forth in Section 21(b) of this Contract, UTA may terminate the Contract. Contractor shall make any such repairs, replacement and/or reperformance of such Software and Professional Services that are in non-conformance with Section 8(a) and Section 14, as applicable, at its own expense.

    e. The foregoing warranties are not intended as a limitation but are in addition to all other express warranties set forth in the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

9. **[RESERVED]**

10. **GENERAL INDEMNIFICATION**

    Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible property caused, or alleged to be caused, in whole

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or in part, by the grossly negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

11. **INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A.   MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate $2,000,000

- Products – Completed Operations Aggregate $1,000,000

- Personal and Advertising Injury $1,000,000

- Each Occurrence $1,000,000

a.   The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor in respect to Commercial General Liability".

2. Automobile Liability

Bodily Injury and Property Damage for any hired and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $2,000,000

3. Worker's Compensation and Employers' Liability

Workers' Compensation   Statutory

Employers' Liability

Each Accident $100,000

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Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

    b.   This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

   4. Professional Liability (Errors and Omissions Liability)

     The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

    a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

B.   ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

   1.   On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor on commercial general liability.

   2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C.   NOTICE OF CANCELLATION: Contractor will provide notice to the Utah Transit Authority in the event that it is in breach of its insurance obligations as set forth in this Agreement. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D.   ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E.   VERIFICATION OF COVERAGE: Upon UTA's request, Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal, if requested by UTA, is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors that are specifically engaged pursuant to the Contract as additional insureds under its policies or such subcontractors shall maintain separate insurance as determined by the Contractor, however, such subcontractor's limits of insurance shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Such Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their commercial general liability policy.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by mutual agreement as an amendment to this Contract by both UTA and the Contractor.

12. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's Software, in accordance with Section 9 of Contractor's Software Subscription Agreement. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case the Software in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Software such that the claimed infringement is eliminated.

b. .. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor of Contractor, Contractor shall assume the defense of such claim promptly after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all reasonable costs incurred and

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expenditures made by UTA to satisfy such claim.

13. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

14. **STANDARD OF CARE.**

Contractor shall perform any Professional Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

15. **USE OF SUBCONTRACTORS**

a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect to the Work to be specifically performed pursuant to this Contract. UTA shall have the right to approve all such subcontractors, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Contractor shall be solely responsible for making payments to subcontractors.

d. Contractor shall be responsible for and direct all Work performed by subcontractors.

e. Contractor further agrees that all subcontracts shall comply with all applicable laws

16. **[RESERVED]**

17. **SECURITY FEATURES**

The proposed solution must have a high level of cyber security to comply with the requirements set forth at Exhibit C. All UTA Data must be kept in a separate database and never commingled with other customers' data. Activity auditing must be available for all actions and be trackable by user. Specific technical details of the security measures in place should be include in the submission if requested by UTA for review by UTA's Information Security team. **Proposed solution must comply with UTA Security Requirements for SaaS/Customed Developed Systems found at Exhibit B.**

18. **[RESERVED]**

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19. **[RESERVED]**

20. [RESERVED]

21. **TERMINATION**

   a. **FOR CONVENIENCE:** UTA shall have the right to terminate this agreement at the end of any subscription year based on a lack of legislative appropriations, insufficient tax revenue, other funding shortfall based on its status as a taxpayer financed public agency. In the event of termination for convenience, contractor shall be entitled to termination settlement costs including reimbursement for non-cancellable commitments and work in process but excluding anticipatory profits.

   b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) [reserved] or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor thirty (30) days written notice to cure such default:

      1. Terminate the Contract (in whole or in part) for default;

      2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or

      3. Except to the extent limited by the Contract, pursue other remedies available at law.

   In addition, this Contract may be terminated by Contractor upon written notice to UTA if UTA breaches any material term and UTA fails to cure such breach within 30 days after receipt of written notice of such breach.

   c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected; and (ii) deliver to UTA all UTA Data in accordance with Section 3(b) of Contractor's Software Subscription Agreement. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain reasonably available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Software and Services furnished by Contractor prior to termination.

22. **CHANGES**
   a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
      1. In the Scope of Services;
      2. In the method or manner of performance of the Work; or

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      3.   In the schedule or completion dates applicable to the Work.

To the extent that any change in Work has an impact on: (i) Contractor's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Contractor whole with respect to the impacts of such change.

For the avoidance of doubt, any change order or other document adding or amending the Software or Professional Services needs to be in writing and signed by both the Contractor and UTA.

      b.   A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.

      c.

Contractor shall also be entitled to an equitable adjustment to address changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract; or (iii) or there is any other change to the implementation or scope of services . In order to be eligible for equitable relief, Contractor and UTA must enter into a change order, Order Form or other Statement of Work which must be executed by both parties.

      d.   Any dispute regarding the Contractor's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least three (3) years, or until any audit initiated within that three-year period has been completed (whichever is later). During this three-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request.

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Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors specifically engaged to be utilized in the performance of the Contract at any tier.

24. **FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for mitigation of the breach for review by UTA.

a. It is hereby agreed that the following information is not considered to be confidential:
1. Information already in the public domain.
2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
3. Information developed by or in the custody of Contractor before entering into this Contract.
4. Information developed by Contractor through its work with other clients; and
5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is JUSTIN PALMER, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)237-1937.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is RICK WILSON, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-3016.

28. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during

their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. **NOTICES OR DEMANDS**

    a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:	If to Contractor:
Utah Transit Authority	Origami Risk LLC
ATTN: Rick Wilson	ATTN: Legal
669 West 200 South	222 N LaSalle Street, Suite 2100
Salt Lake City, UT 84101	Chicago, IL 60601
rwilson@rideuta.com	legal@origamirisk.com

    a.   Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

30. **CLAIMS/DISPUTE RESOLUTION**

    b.   "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

    b. UTA shall continue to pay any undisputed payments related to such Claim.

    c.   The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

    d. The time schedule for escalation of disputes, including disputed requests for change order, shall be   as follows:

Level of Authority	Time Limit
UTA's Project Manager DAVE PITCHER	Five calendar days
Contractor's Project Manager	
UTA's Second Level VIOLA MILLER	Five calendar days
Contractor's Head of Service	
UTA's Third Level JAY FOX	Five calendar days

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Contractor's Division President

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. **COSTS AND ATTORNEY FEES**.

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its reasonable costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.

33. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees that will be not engage in any type of boycott against the State of Israel for the duration of this contract.

34. **SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

35. **AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

36. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract for more than a period of thirty (30) days.

37. **NO THIRD-PARTY BENEFICIARIES**

The parties enter in to the Contract for the sole benefit of the parties, in exclusion of any third party, and no third-party beneficiary is intended or created by the execution of the Contract.

38. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other

agreements with respect thereto.

39. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

40. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

41. **[RESERVED]**

42. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

43. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19 ,21, 23, 24,25, 30, 31, 32, and 40.

44. **DEFINITIONS**

Terms not defined herein shall otherwise have the meanings given to such terms in Contractor's Software Subscription Agreement.

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

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

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IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

By_____

Jay Fox

Executive Director

Date

By_____

Viola Miller

Chief Financial Officer

Date

By_____

Alisha Garrett

Chief Enterprise Strategy Officer

Date

By [*Mike Bell*] _____
    70E33A415BA44F6...

Mike Bell

UTA Legal Counsel

Date 10/23/2023

ORIGAMI RISK LLC

By [*Earnest Bentley*] _____
    4F7E88C9A73F402...

Earnest Bentley

President, Risk Solutions

Date 10/23/2023

ORIGAMI RISK

EXHIBIT A

ORIGAMI RISK ORDER FORM

CONTACT INFORMATION	
Client: Utah Transit Authority	**Bill To Contact:** Jeff Reinert
Address: 669 W 200th S	**Bill To Email:** jreinert@rideuta.com
Salt Lake City, Utah 84101	
Primary Contact: Jeff Reinert	**Is purchase order (PO) required?** ☐
Primary Contact Email: jreinert@rideuta.com	Upon entering into this Order Form, please send any Pos, vendor registration links or tax exemption certificates to finance@origamirisk.com

SUBSCRIPTION DETAILS
Subscription Term: 36 months plus two option years which may be exercised as set forth herein
Effective Date: Effective Date (as defined in the Agreement)

RECURRING SUBSCRIPTIONS – LICENSES	
Subscription	**Quantity / Functionality Purchased**
RMIS	Functionality Selected
Claims Admin User(s)	6 Claims Admin User(s)
Workers' Compensation Solution(s)	1 Jurisdiction(s) Available – Utah
Enterprise-Wide Record Entry	Up to 2,500 records added per year
Mobile Forms App	License Selected
Origami API Access	Up to 5,000 call(s) per day
Support User(s)	6 Special License(s)
	Annual Total: $72,805.00

RECURRING SUBSCRIPTIONS – HOSTING	
Subscription	**Quantity / Functionality Purchased**
Hosting, Network & Storage	Up to 5 GBs of Database Size
Free Searchable File Attachment Storage	Includes 50 GBs of Searchable file storage.
Additional File Attachment Storage	50 Additional GBs of Searchable File Attachment Storage
Additional Non-Searchable File Attachment Storage	400 Additional GBs of Non-Searchable File Attachment Storage
	Annual Total: $24,725.00

RECURRING SUBSCRIPTIONS – DATA PROCESSING	
Subscription	**Quantity / Functionality Purchased**
CMS-111 Interface	Integration Selected – 1 Responsible Reporting Entity (RRE)
ISO Claim Search / Fraud Indexing	Integration Selected – Client responsible for direct ISO Search fees
HR Employee Interface	Integration Selected – weekly import of employee details from JD Edwards ERP
Medbill 2 way interface	Integration Selected – Corvel
Pharmacy Benefits Management (PBM) – Mitchell	Special Data Processing – PBM with Mitchell

Batch export to Laserfiche	Special Data Processing – Nightly file attachment batch export
	Annual Total: $33,375.00

RECURRING SUBSCRIPTIONS – SUPPORT	
Subscription	**Quantity / Functionality Purchased**
Ongoing Support Hour(s)	40 Hour(s) annually
	Annual Total: $9,000.00

Annual Fees (before discount):
$139,905.00
Discount (applied to $139,905.00):
($10,000.00)
Total Annual Fees: $129,905.00

BILLING DETAILS AND ADDITIONAL TERMS
This Order Form is effective as of the Effective Date (as identified above) for the purchase of the subscription services listed above from Origami Risk LLC ("Origami"). This Order Form shall have an initial term of three (3) years; provided, however, that Client may elect to extend the term of the Order Form for two (2) successive additional one-year terms by providing written notice to Origami prior to the end of the then-current term.

This Order Form is subject to all the terms and conditions of the underlying agreement between Client and Origami (the "Agreement"). To the extent the Agreement does not contemplate order forms, this Order Form will be deemed a Statement of Work for purposes of the Agreement. This Order Form will be deemed a part of the Agreement.

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

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

Special Product Description:
Support User – This license is for utilization by administrative/support professionals who are tasked with entering data/ information/attachments to support the claims handling/administrative process. These licenses provide data input support to the claims administrators. |

ORIGAMI RISK

ORDER FORM APPROVAL

The undersigned agree to this Order Form.

ORIGAMI RISK LLC

By: _Earnest Bentley_ _____
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Name: __Earnest Bentley_____
    (Print Name)

Title: __President, Risk Solutions_____

Date: __10/23/2023_____

UTAH TRANSIT AUTHORITY

By: _____

Name: _____
    (Print Name)

Title: _____

Date: _____

MB

EXHIBIT B
STATEMENT OF WORK

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

OVERVIEW

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

This SOW does not include subscriptions to the Service. All subscriptions and associated fees are set forth in a separate Order Form between the parties that is attached as Exhibit A to the Agreement.

Client will be using the Origami Risk RMIS functionality for the purposes of an incident reporting and claims administration solution. Types of claims will be Property & Casualty claims to include Workers' Compensation. Will also be using the system to manage recoveries/subrogation.

The project will be led by Origami using Iterative Project Management methodology as defined further below in this document.

This SOW includes the Utah WC jurisdiction setup and a portal as well as mobile app functionality for the purposes of incident reporting. Workflow design will aid in the business rules/alerts. Client will be using Origami for in-house claims administration to include notes, tasks/diaries, emails, file attachments, contact management and claims reserving. With respect to claim check/payment process, Client has elected to continue to have a manual check process (no interface to support check requests and not using Origami to produce payments), but is a possible future enhancement to workflow consideration.

Note - Timeline:
It has been discussed that the system being converted from (ClaimView) is being sunset on or around 12/31/2023, with hopes this date of system availability will be extended. Both parties are aware that the Project Plan and go-live timeline will be a result of working sessions which will dictate how long it will take to convert from the ClaimView system and setup the Origami application. To that end, the parties will work together; meet and discuss priorities, talk through options to include potential phasing in functionality in an effort to get off the ClaimView system in a timely fashion, but it is understood that a fully live solution for the deliverables set forth in this SOW is not possible by 12/31/2023 given the start date of the project.

IMPLEMENTATION

Implementation Process

Implementation is the process of configuring the Service for use by Client including system settings, supporting Client in loading data, initial user training, and other work identified in this section of the SOW. The implementation phase is completed when Client is able to utilize the Service platform for the purposes

contemplated by the implementation tasks set forth below in this SOW, referred to by Origami as being Live in the system. Origami will manage the overall implementation process, including scheduling and leading meetings, communicating with the team, follow up documentation, and maintaining the project schedule through the Go-Live date. Once Origami moves Client from its staging environment to its live production environment, any additional use of Origami's staging environment after Go-Live will incur additional hosting fees.

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

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

Service Implementation

Based on conversations with the Client, Origami estimates that it will need to provide 1,387 hours of professional services
for the implementation deliverables set forth in this SOW (including, without limitation, training and project management hours). If there are any changes to the scope of such deliverables, the parties will agree to meet and negotiate in good faith an amendment to this SOW to resolve any issues and to address any additional requirements. The implementation services will include the following:

Origami will:
- Provide Client with Origami's guidance documentation on Single Sign On (SSO) using SAML2.0 and support SSO setup
- Configure one (1) portal for field based incident reporting
- Develop the incident forms for General Liability; Auto Physical Damage ; Auto Liability ; Property ; Workers' Compensation
- Mirror the above incident form layouts (GL, APD, AL, WC) to mobile app format
- Configure claim form layouts for General Liability; Auto Physical Damage ; Auto Liability ; Property ; Workers' Compensation
- Turn on Recoveries/Subrogation functionality for claims which Client will be using for recovery efforts/management.
- Configure necessary bank account(s) for claim payment requests and payment processing approval workflow. Client will have a manual check process (no interface with Client's Finance/Check cutting system)
- Deploy Origami's standard functionality for Utah Indemnity Benefits
- Provision of Origami's mail-merge functionality and Origami to spend up to fifty (50) hours to configure Client's desired mail-merge forms and letters*
- Provide access to Origami's standard Dashboard functionality and Origami to spend up to thirty (30) hours to configure Client's desired Origami dashboard widgets*
- Provision of Origami's standard Report functionality to include Report module, Ad-hoc reporting & Custom Report Templates. Origami to also spend up to thirty (30) hours to configure Client's desired reports using standard templates and/or the custom template design tool*

- Provision of Origami's standard Data Entry Events (workflows/alerts/notifications) functionality and spend up to fifty (50) hours to configure workflows/business rules to Client's specifications with corresponding system actions*
- Configure up to seven (7) User Security Profiles/Roles
- Provide Origami's standard out of the box Location form layout and perform a one-time import of Client's physical locations
- Deploy Origami's standard out of the box Insurance Policy Management, Document Management, Contact Management, Employee Management, Fleet Management, Locations ; OSHA (300, 300A, 301, electronic) reporting functionality
- Provide access to Origami's standard API tool. Note that there are no APIs included in this SOW but Client may utilize the API tool or utilize available professional service hours to request Origami to write export jobs.
- Provide access to Origami's standard CMS-111 Medicare Query/Reporting functionality and setup one (1) Responsible Reporting Entity (RRE)

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

Client will:
- Provide specifications, direction, and feedback as needed by Origami in a timely manner.
- Utilize the SSO guidance document provided by Origami Risk to configure client-side Single Sign On setup using SAML2.0
- Configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.

Convert Legacy System [MountainView ClaimZone]

Origami will:
- Provide Client with text for data request letter suitable for requesting necessary data from Client's legacy provider, Mountain View ClaimZone.
- Convert the legacy data from one source and import into the Service. Legacy data will include:
- Claims
- Incidents
- Transactions
- Notes
- Tasks
- Contacts
- Locations
- File attachments

Client will:
- Arrange for an extract of data from the legacy provider, ClaimZone.
- Ensure that data received from legacy provider is provided to Origami in a secure fashion of a usable format suitable for processing.

Loading Other Supported Risk Data via Data Import Center

Origami will:

ORIGAMI RISK

- Provide up to eighty (80) hours of data/import work to import other incident/claims data from Client's MS Office Documents
- Provide access to the self-service Data Import Center and provide training to Client on how to utilize the Import Center

Client will:
- Identify how Client would like to prioritize/use these 80 hours
- Securely provide, or arrange to provide, Excel spreadsheets containing Client's risk data in the format supported by the Service's Data Import Center.
- Provide guidance and answers to questions Origami may have about data issues, missing data points and/or desired data mappings from the Excel spreadsheets and other documents
- Utilize the Service's standard Data Import Center tools to import any desired data above and beyond Origami's included eighty (80) hours

Loading Carrier / TPA Claims Data for Data Processing

There are no Carrier / TPA feeds in this SOW.

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

Origami will:
- Implement import/export routines and schedules required to accommodate imports listed below.
- CMS-111 – Queries and reports through Origami standard CMS-111 functionality
- ISO Claim Search – claim search (claim indexing) through ISO/Verisk. Client will be responsible for claim search fees with ISO.
- HR Employee – Import of employee details on a weekly basis via batch process from JD Edwards
- Medical Bill Review (MBR) – Encrypted flat file SFTP interface for bill review with Client's MBR Provider, Corvel
- Pharmacy Benefits Management (PBM) – Encrypted flat file SFTP interface for PBM services with Client's PBM provider, Mitchell International
- Batch export of file attachments on a night basis to Laserfiche for backup purposes

Client will:
- Arrange for data to be delivered in the agreed upon format, on the agreed upon schedule from the above systems/vendors.
- Coordinate any action required by the above systems/vendors to receive and utilize data feeds coming from Origami in the agreed upon format, on the agreed upon schedule.

Configuration of Incident Intake Process

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

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

Training

Origami will:

- Provide up to 24 hours of training to Client during the implementation period set forth in this SOW. Client Support hours will be eroded for training following this implementation period. Training will be provided at Client offices or online at Client's request. Training can be provided in one session or several on mutual agreement between Client and Origami. Travel & Expenses associated with any on-site training will be pre-approved by Client and billed as incurred.

Client will:

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

Project Management

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

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

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

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

Traditional Project Management – Not Included
If included, in addition to the responsibilities listed in Iterative Project Management above, Origami will

designate a Project Manager to provide a specified number of hours of project management during the Implementation. This Project Manager will (1) manage the Origami tasks listed in Iterative Project Management above, (2) coordinate meetings and discussions with stakeholders as needed to maintain project progress, and (3) maintain a library of written artifacts and documentation including:

o	Formal project kickoff agenda	o	On site agendas
o	Communication plan	o	Change control management
o	Formal stakeholder analysis	o	Executive steering committee status call
o	Project charter		agenda (as needed)
o	Collaboration website	o	Origami governance decision management
o	Detailed work breakdown structure		document
o	Weekly project status calls, agenda, meeting notes	o	UAT test plan for critical items (dependent on Client input and test cases provided)
o	Detailed issues and risks log	o	Executive project dashboard
o	Action items list	o	Lessons learned analysis
o	Detailed project plan		

Client Roles and Responsibilities

• Client will designate, prior to the start of the implementation, a single point of contact who shall be responsible to coordinate and manage all activities required within Client's organization and make decisions on behalf of Client. This single point of contact may be changed at any time upon Client's notice to Origami.

• Client will designate, prior to the start of this engagement, at least one System Administrator ("Client SA") who will be responsible for working with Origami to implement the Service and maintain the Service thereafter, and who will provide ongoing production support to Client's users, both internal and external. Client SAs will be responsible for setting up and assigning security rights and maintaining user IDs for all users. Client SAs will have sufficient knowledge, skills and abilities to perform their identified project roles.

• Client will provide requested information within a reasonable timeframe as agreed upon by Client and Origami; if providing the requested information is not achievable or will take longer than preferred, Client will promptly inform Origami of the situation and alternative solutions will be determined.

• Client will help resolve project issues and assist with bringing issues to the attention of the appropriate persons within the organization, as required.

• Client will be primarily responsible for obtaining information and resolving any issues pertaining to third party products or services used by Client, if necessary.

• Client agrees generally to provide other reasonable assistance and cooperation to see that services are successfully completed.

• For any deliverables that Origami provides to Client for approval, Client will confirm approval or provide necessary details on any requested remediation promptly unless otherwise agreed between the parties.

• Client will be responsible for testing and quality assurance related to the implementation to ensure that all configurations and customizations operate as intended (including functionality, usability and data access rights), and Origami shall not be responsible for any damages caused by any such configurations or customizations.

• Client will have final responsibility for decisions regarding all configurations and customizations (such as forms, dashboards, interfaces, reports, workflows and data flows) created by or for Client or Client's users in the Service.

- At the conclusion of the implementation as set forth herein, Client agrees to use good faith efforts to respond to any Origami questionnaire or other request for feedback.

Marketing Terms

A. Unless expressly prohibited in writing by Client, Origami may use Client's name, logo, and any testimonials/quotes in Marketing and Sales materials (including the Origami website).

B. Upon Origami's request, Client will cooperate in good faith with Origami in conducting case studies or in drafting a press release.

PRICING AND INVOICE SCHEDULE

Origami will invoice Client $96,200.00 for the professional services detailed in this SOW. Such payment shall be invoiced by Origami and due by Client immediately upon signature of this SOW by both parties.

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

STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

ORIGAMI RISK LLC   **UTAH TRANSIT AUTHORITY**

By: _Earnest Bentley_ _____   By: _____
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Name: ___Earnest Bentley_____   Name: _____
         (Print Name)   (Print Name)

Title: ___President, Risk Solutions___   Title: _____

Date: ___10/23/2023_____   Date: _____

MB

UTA IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT

EXHIBIT C -

SECURITY REQUIREMENTS FOR SaaS/Custom Developed Systems

1   Requirements: General

The following requirements are a guideline for the security requirements of any Software as a Service (SaaS) cloud solution, or custom developed system(s) requested by the Utah Transit Authority "UTA" for use within its corporate or OT/ICS networks. Any proposal submitted should be compliant with industry and/or government standards that govern cybersecurity processes and controls based, at a minimum, on NIST 800-53 current revisions.

1.1   Disaster Recovery and Data

The following requirements apply to the Contract:

1.1.1 Redundancy, Data Backup and Disaster Recovery

1)   Unless specified otherwise in the RFP, Contractor/Supplier/Supplier shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard UTA Data, Contractor/Supplier/Supplier's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor/Supplier's obligations under this provision.

B.   The Contractor/Supplier shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/Supplier/sub-Contractor/Supplier's operations (including, but not limited to, disruption to information technology systems), however caused.

C.   The contingency and DR plans must be designed to ensure that services under the Contract are restored in compliance with the DR plan instructions.

D.   The Contractor/Supplier shall test the contingency/DR plans at least annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location.

1.1.2 Data Export/Import

A.   The Contractor/Supplier shall, at no additional cost or charge to the Agency, :

1)   Upon UTA's written request within 30 days following the termination of the Contract, provide electronic files to UTA in delimited text format containing UTA Data; or

2)   provide to the Agency the ability to import/export data at will and provide the Agency with any access and instructions which are needed for the Agency to import or exportdata.

B.   Any import or export shall be in a secure format per the Security Requirements.

1.1.3 Data Ownership and Access

A. The purchasing Agency department is considered the custodian of the data and shall determine the use, access, distribution, and other conditions based on appropriate Agency statutes and regulations.

B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to provide the Software and perform the Professional Services hereunder or (4) at the Agency's written request.

C. The Contractor/Supplier shall limit access to and possession of UTA Data to only Contractor/Supplier Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor/Supplier Personnel on the confidentiality obligations set forth herein.

D. At no time shall any UTA Data – that either belong to or are intended for the use of the Agency or its officers, agents, or employees – be copied, disclosed, or retained by the Contractor/Supplier or any party related to the Contractor/Supplier for subsequent use in any transaction that does not include the Agency.

E. The Contractor/Supplier shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such service.

1.1.4 Provisions in Sections 1.1.1 – 1.1.3 shall survive expiration or termination of the Contract for so long as UTI Data is retained by Contractor. Additionally, the Contractor/Supplier shall flow down the provisions of **Sections 1.1.1-1.1.3** (or the substance thereof) in all subcontracts for subcontractors that are specifically engaged pursuant to the Contract.

2   Security Requirements

2.1.1   Information Technology

A.

B. The Contractor/Supplier shall not connect any of its own equipment to an Agency LAN/WAN without prior written approval by the Agency. The Contractor/Supplier shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the Agency to connect Contractor/Supplier-owned equipment to an Agency LAN/WAN.

The Contractor/Supplier shall:

1)   Implement administrative, physical, and technical safeguards designed to protect UTA Data that are no less rigorous than accepted industry standard practices for information security such as those listed below (see **Section 2.1.2**).

2)   Ensure that all such safeguards, including the way UTA Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data

protection and privacy laws in the United States, Canada, the U.K., and the E.U., as well as the terms and conditions of the Contract; and

3) The Contractor/Supplier, and Contractor/Supplier Personnel, shall abide by all applicable federal, and local laws, rules and regulations in the United States, Canada, the U.K., and the E.U., concerning security of Information Systems and Information Technology.

2.1.2 Data Protection and Controls

A. Contractor/Supplier shall ensure a secure environment for all UTA Data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment ("Security Best Practices"). Such Security Best Practices shall comply with an accepted industry standard, such as the National Institute of Standards and Technology (NIST) cybersecurity framework.

B. To ensure appropriate data protection safeguards are in place, the Contractor/Supplier shall always implement and maintain the following controls throughout the Term of the Contract (the Contractor/Supplier may augment this list with additional controls):

1) Establish separate production and test environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements, or as otherwise agreed by the parties (for example, for the initial implementation of the Software). The Contractor/Supplier shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 2.1.2**.

2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides https://www.cisecurity.org/, Security Technical Implementation Guides (STIG) http://iase.disa.mil/Pages/index.aspx, or similar industry standard practices to reduce the systems' surface of vulnerability, eliminating as many security risks as possible.

3) Ensure that UTA Data is not comingled with non-Agency data through the proper application of compartmentalization Security Measures.

4) Apply data encryption to protect UTA Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor/Supplier is responsible for the encryption of all UTA Data.

5) For all Agency data the Contractor/Supplier manages or controls, data encryption shall be applied to such data in transit over untrusted networks.

6) Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2:

http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf
http://csrc.nist.gov/groups/STM/cmvp/documents/140/1401vend.htm

7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards.

8) UTA shall have the right no more than once in any twelve-month period to provide a reasonable questionnaire to Supplier and Supplier shall provide answers to such questionnaire so that UTA can confirm Subcontractor/Supplier's performance to confirm the effectiveness of these measures for the services being provided under the Contract.

9) Ensure system and network environments are separated by properly configured and updated firewalls.

10) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.

11) By default, "deny all" and only allow access by exception.

12) Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale, or compensating controls implemented for those protocols considered insecure but necessary.

13) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor/Supplier shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerabilities categorized as critical or high no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable.

14) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current NIST 800-53 or similar standard including specific requirements for password length, complexity, history, and account lockout.

15) Ensure UTA Data is not stored outside of the United States ("U.S."). The Contractor/Supplier shall provide its services to the Agency and the Agency's end users solely from data centers in the U.S. Unless granted an exception in writing by the Agency, the Contractor/Supplier shall not allow Contractor/Supplier Personnel to store Agency data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor/Supplier shall permit its Contractor/Supplier Personnel to access Agency data remotely only as required to provide technical support or Professional Services.

16) Ensure Contractor/Supplier's Personnel shall not connect any of its own equipment to an AgencyLAN/WAN without prior written approval by the Agency, which may be revoked at any time for any reason. The Contractor/Supplier shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the Agency to connect Contractor/Supplier-owned equipment to a Agency LAN/WAN.

17) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor/Supplier shallperform routine vulnerability scans and take corrective actions for any findings.

18) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable.

2.1.3 [Reserved]

2.1.4 Security Incident Response

A. The Contractor/Supplier shall notify the UTA in accordance with **Section 2.1.4A-D** when there is a breach of Contractor/Supplier system resulting in unauthorized disclosure of, or access to, any UTA Data :

1) notify the UTA within seventy-two hours of the discovery of a SecurityIncident by providing notice via written or electronic correspondence to the Contract Monitor, UTA chief information officer and/or UTA chief information security officer;

2) notify the UTA within three (3) days if there is a threat to Contractor/Supplier's Solution as it pertains to the use, disclosure, and security of UTA Data; and

3) provide written notice to the UTA within three (3) Business Days after Contractor/Supplier's discovery of unauthorized use or disclosure of Agency data.

B. Contractor/Supplier's notice shall identify to the extent known at at such time:

1) the nature of the unauthorized use or disclosure;

2) the Agency data used or disclosed,

3) who made the unauthorized use or received the unauthorized disclosure;

4) what the Contractor/Supplier has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and

5) what corrective action the Contractor/Supplier has taken or shall take to prevent future similar unauthorized use or disclosure.

6)   The Contractor/Supplier shall provide such other information, including a written report, as reasonably requested by the Agency.

C.   The Contractor/Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise. Discussing Security Incidents with the Agency should be handled on an urgent as-needed basis, as part of Contractor/Supplier communication and mitigation processes.

2.1.5 Data Breach Responsibilities

A.   If the Contractor/Supplier reasonably believes or has actual knowledge of a Data Breach resulting in unauthorized disclosure of, or access to, any UTA Data, the Contractor/Supplier shall, unless otherwise directed:

1)   Notify the appropriate Agency-identified contact within 72 hours by telephone inaccordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;

2)   Reasonably cooperate with the Agency to investigate and resolve the data breach;

3)   Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and

4)   Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.

B.   If a Data Breach resulting in unauthorized disclosure of, or access to, any UTA Data is a direct result of the Contractor/Supplier's breach of its Contract obligations to encrypt UTA Data or otherwise prevent its release, the Contractor/Supplier shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by Agency law; (3) a credit monitoring service required by Agency or federal law for up to six months; (4) a website or a toll-free number and call center for affected individuals required by Agency law for up to six months; and (5) complete all corrective actions as reasonably determined by Contractor/Supplier based on root cause; all (1) through (5) are subject to theContract's limitation of liability.

2.1.6   The Agency shall, at its discretion, have the right to review and assess the Contractor/Supplier's compliance tothe security requirements and standards defined in the Contract.

2.1.7   Provisions in **Sections 2.1.1 – 2.1.6** shall survive expiration or termination of the Contract for so long as Contractor retains UTA Data.Additionally, the Contractor/Supplier shall flow down the provisions of **Sections 2.1.1-2.1.6** (or the substance thereof) in all subcontracts with subcontractors specifically engaged pursuant to this Contract.

2.2   SOC 2 Type 2 Audit Report

2.2.1 A SOC 2 Type 2 Audit applies to the Contract. The applicable trust principles are: Securityand Confidentiality.

2.2.2 In the event the Contractor/Supplier provides services for identified critical functions, handles Sensitive Data, or hosts any related implemented system for the Agency under the Contract, the Contractor/Supplier shall have an annual audit performed by an independent audit firm of the Contractor/Supplier's handling of Sensitive Data or the UTA's critical functions. Critical functions are identified as all aspects and functionality of the Solution including any add-on modules and shall address all areasrelating to Information Technology security and operational processes. These services provided by the Contractor/Supplier that shall be covered by the audit will collectively be referred to as the "Information Functions and Processes." Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, to assess the security of outsourced clientfunctions or data (collectively, the "Guidance") as follows:

A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). All SOC2 Audit Reports shall be submitted to the Contract Monitor as specified in Section F below..

B. The SOC 2 Audit shall report on the suitability of the design and operating effectiveness of controls over the Information Functions and Processes to meet the requirements of the Contract, including the Security Requirements identified in **Section 2**, relevant to the trust principles identified in 2.2.1 of this Contract.

C. The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security and Confidentiality) to accommodate any changes to the environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and Processes through modifications to the Contract or due to changes in Information Technology or the operational infrastructure. The Contractor/Supplier shall ensure that the audit scope of each year's SOC 2 Report engagement shallaccommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.

D. [Reserved]

E. All SOC 2 Audits, including those of the Contractor/Supplier, shall be performed at no additionalexpense to the UTA.

F. The Contractor/Supplier shall provide to the Contract Monitor, upon request, a complete copy of the final SOC 2 Report(s) and information regarding corrective actions Contractor plans to take to address each audit finding or exception contained inthe SOC 2 Report. If available/ known to Contractor at such time, Contractor shall also provide information identifying in reasonable detail the remedial action to be taken by the Contractor/Supplier

along with the date(s), if known / applicable, when each remedial action is to be implemented.

G.   If the Contractor/Supplier currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of the Information Functions and Processes being provided to the UTA under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the UTA will determine in consultation with appropriate Agency government technology and audit authorities whether the Contractor/Supplier's current information security assessments are acceptable in lieu of the SOC 2 Report(s).

H.   Provisions in **Section 2.2.1A-H** shall survive expiration or termination of the Contract for so long as Contractor retains UTA Data. Additionally, the Contractor/Supplier and shall flow down the provisions of **Section 2.2.1A-H** (or thesubstance thereof) in all subcontracts for subcontractors specifically engaged pursuant to this Contract.

Exhibit E

Contractor's Software Subscription Agreement

SOFTWARE SUBSCRIPTION AGREEMENT

This SOFTWARE SUBSCRIPTION AGREEMENT (this "**Agreement**") is entered into as of the date of the last signature below (the "**Effective Date**") by and between ORIGAMI RISK LLC, a Delaware limited liability company ("**Origami**"), and UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("**Client**"). Origami and Client hereby agree as follows:

1.   **DEFINITIONS**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.   **SERVICE**.

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3.   SERVICE. SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DURING THE TERM OF THIS AGREEMENT, ORIGAMI HEREBY GRANTS CLIENT A NON-EXCLUSIVE RIGHT TO PERMIT ITS USERS TO ACCESS AND USE THE SERVICE VIA THE INTERNET PURSUANT TO SUBSCRIPTIONS SET FORTH IN AN ORDER FORM. CLIENT'S USERS MAY USE THE SERVICE SOLELY FOR INTERNAL BUSINESS OF CLIENT, ITS AFFILIATES AND USERS. USERS SHALL USE THE SERVICE IN ACCORDANCE WITH THIS AGREEMENT AND EACH APPLICABLE ORDER FORM, STATEMENT OF WORK AND DOCUMENTATION.

4.   SERVICE LEVEL AGREEMENT. ORIGAMI'S SERVICE LEVEL AGREEMENT WITH RESPECT TO THE SERVICE IS SET FORTH AS <u>EXHIBIT A</u> (THE "SERVICE LEVEL AGREEMENT"). ANY EXCLUDED EVENT (AS DEFINED IN SUCH SERVICE LEVEL AGREEMENT) AND ANY UNAVAILABILITY OF THE SERVICE THAT DOES NOT CONSTITUTE A FAILURE OF THE AVAILABILITY REQUIREMENT SET FORTH IN SUCH SERVICE LEVEL AGREEMENT SHALL NOT CONSTITUTE A BREACH OF THIS AGREEMENT.

5.   RESTRICTIONS. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A GRANT TO CLIENT OF ANY RIGHT TO, AND CLIENT SHALL NOT, AND SHALL NOT PERMIT ANY USER OR ANY OTHER THIRD PARTY TO: (I) REPRODUCE, LICENSE, SUBLICENSE, SELL, RESELL, TRANSFER, ASSIGN, DISTRIBUTE OR OTHERWISE COMMERCIALLY EXPLOIT OR MAKE AVAILABLE TO ANY THIRD PARTY THE SERVICE OR ANY PORTION THEREOF; (II) DISTRIBUTE, DISCLOSE OR ALLOW USE OF ANY OF THE SERVICE, OR ANY PORTION THEREOF, IN ANY FORMAT, THROUGH ANY TIMESHARING SERVICE, SERVICE BUREAU, NETWORK OR BY ANY OTHER MEANS, TO OR BY ANY THIRD PARTY; (III) DECOMPILE, DISASSEMBLE, OR OTHERWISE REVERSE ENGINEER OR ATTEMPT TO RECONSTRUCT OR DISCOVER ANY SOURCE CODE OR UNDERLYING IDEAS OR ALGORITHMS OF THE SERVICE IN ANY MANNER; (IV) CREATE DERIVATIVE WORKS FROM, MODIFY OR ALTER ANY OF THE SERVICE IN ANY MANNER WHATSOEVER; (V) USE OR ACCESS THE SERVICE IN A MANNER THAT WOULD REASONABLY BE EXPECTED TO DAMAGE, DISABLE, OVERBURDEN, OR IMPAIR ANY ORIGAMI SERVERS OR THE NETWORKS CONNECTED TO ANY ORIGAMI SERVER (AND IF ANY ACCESS OR USE OF THE SERVICE DOES DAMAGE, DISABLE, OVERBURDEN, OR IMPAIR ANY ORIGAMI SERVERS OR THE NETWORKS CONNECTED TO ANY ORIGAMI SERVER, THEN CLIENT SHALL PROMPTLY DISCONTINUE SUCH ACCESS OR USE UPON WRITTEN NOTICE OF SUCH BY ORIGAMI); (VI) TAKE ANY ACTION THAT WOULD REASONABLY BE EXPECTED TO INTERFERE WITH ANY THIRD PARTY'S USE AND ENJOYMENT OF THE SERVICE (AND IF ANY CLIENT ACTION DOES INTERFERE WITH ANY THIRD PARTY'S USE AND ENJOYMENT OF THE SERVICE, THEN CLIENT SHALL PROMPTLY DISCONTINUE SUCH ACTION UPON WRITTEN NOTICE OF SUCH BY ORIGAMI); (VII) ATTEMPT TO GAIN UNAUTHORIZED ACCESS TO THE SERVICE, ACCOUNTS, COMPUTER SYSTEMS, OR NETWORKS CONNECTED TO ANY ORIGAMI SERVER; (VIII) USE ANY ROBOT, SPIDER OR OTHER AUTOMATIC DEVICE OR MANUAL PROCESS TO MONITOR OR COPY PORTIONS OF THE SERVICE; (IX) USE THE SERVICE IN A MANNER INTENDED TO ABUSE OR VIOLATE THE PRIVACY OR PROPERTY RIGHTS OF OTHERS; (X) PERFORM ANY VULNERABILITY SCANNING OR PENETRATION TESTING ON THE SERVICE OR ORIGAMI'S SYSTEMS OR NETWORKS WITHOUT ORIGAMI'S EXPLICIT PRIOR WRITTEN CONSENT FOR EACH SUCH SCAN OR TEST; OR (XI) ACCESS THE SERVICE IN ORDER TO (A) BUILD A COMPETITIVE PRODUCT OR SERVICE, OR (B) BUILD A PRODUCT USING SIMILAR UNIQUE AND CONFIDENTIAL IDEAS, FEATURES, FUNCTIONS OR GRAPHICS OF THE SERVICE.

6.   USERS. CLIENT MAY PERMIT THE NUMBER OF AUTHORIZED USERS AS SET FORTH IN THE ORDER FORM TO USE THE SERVICE. EACH AUTHORIZED USER SHALL ACCESS AND USE THE SERVICE (I) IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND THE APPLICABLE ORDER FORM AND DOCUMENTATION, AND, (II) WHEN APPLICABLE, THROUGH A UNIQUE AND REASONABLY SECURE USERNAME AND PASSWORD AS FURTHER DESCRIBED IN THE APPLICABLE ORDER FORM OR DOCUMENTATION. IT IS CLIENT'S RESPONSIBILITY TO DESIGNATE THE APPLICABLE ACCESS TO BE GRANTED TO EACH USER. CLIENT SHALL CAUSE ALL USERS TO COMPLY WITH ALL OBLIGATIONS OF CLIENT HEREUNDER, TO THE EXTENT APPLICABLE TO USERS. EXCEPT FOR CLIENT'S AND ITS AFFILIATES' SYSTEM ADMINISTRATORS WHERE REASONABLY NECESSARY FOR ADMINISTRATIVE OR SECURITY PURPOSES, NO USER MAY USE THE USERNAME/USER IDENTIFICATION OR PASSWORD OF ANY OTHER USER. CLIENT SHALL BE RESPONSIBLE FOR THE ACTS AND OMISSIONS OF ITS USERS AS IF THEY WERE UNDERTAKEN BY CLIENT ITSELF. FURTHER, CLIENT SHALL BE RESPONSIBLE FOR ENSURING THAT ITS USERS UTILIZE APPROPRIATE SECURITY PRACTICES AND ARE GIVEN APPROPRIATE PERMISSIONS FOR THEIR USAGE OF THE SERVICE.

7.   THIRD PARTY ACCESS. CLIENT SHALL ALSO HAVE THE RIGHT FOR CLIENT AND ITS AFFILIATES TO PERMIT THIRD PARTY USERS TO ACCESS OR USE THE SERVICE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND EACH APPLICABLE ORDER FORM AND STATEMENT OF WORK, PROVIDED THAT EACH SUCH THIRD PARTY USER HAS AGREED IN WRITING TO ORIGAMI'S THIRD PARTY USER AGREEMENT ("THIRD PARTY TERMS") PRIOR TO OR UPON SUCH USER'S INITIAL LOGIN TO THE SERVICE. SUCH THIRD PARTY TERMS ARE AVAILABLE FROM ORIGAMI UPON REQUEST. CLIENT MAY MEET THIS REQUIREMENT WITH RESPECT TO ANY THIRD PARTY USER BY REQUIRING SUCH THIRD PARTY USER TO ACCEPT THE THIRD PARTY TERMS AS PART OF A CLICK-THROUGH THAT CAN BE ENABLED TO APPEAR UPON SUCH THIRD PARTY USER'S INITIAL LOGIN TO THE SERVICE. ANY RIGHTS GRANTED HEREUNDER OR UNDER THE THIRD PARTY TERMS WITH RESPECT TO THE SERVICE TO THIRD PARTY USERS SHALL EXPIRE OR TERMINATE IMMEDIATELY UPON THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. CLIENT SHALL BE FULLY RESPONSIBLE FOR (I) ENSURING THE COMPLIANCE OF EACH CLIENT PARTY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND EACH APPLICABLE ORDER FORM, STATEMENT OF WORK, AND DOCUMENTATION, AND THE APPLICABLE THIRD PARTY USER AGREEMENT, AND (II) ALL VIOLATIONS OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, EACH APPLICABLE STATEMENT OF WORK, ORDER FORM, DOCUMENTATION, AND THE APPLICABLE THIRD PARTY TERMS BY EACH CLIENT PARTY.

8.   CLIENT SUPPORT AND PROFESSIONAL SERVICES. DURING THE TERM OF THIS AGREEMENT, ORIGAMI WILL PROVIDE CLIENT SUPPORT AND PROFESSIONAL SERVICES TO THE EXTENT SET FORTH IN AN ORDER FORM OR STATEMENT OF WORK. CLIENT MAY ALSO CONTRACT FOR EXPANDED SERVICES FOR ADDITIONAL DAYS AND HOURS IN ACCORDANCE WITH THE RATES SET FORTH IN THE STATEMENT OF WORK, OR IF NO SUCH RATES ARE SPECIFIED, ORIGAMI'S THEN-CURRENT POLICIES AND PRICES. NOTWITHSTANDING THE FOREGOING, ORIGAMI WILL NOT BE OBLIGATED TO PROVIDE ANY SUPPORT REQUIRED AS A RESULT OF, OR WITH RESPECT TO, (I) CLIENT'S OPERATING SYSTEMS, NETWORKS, HARDWARE, OR OTHER RELATED EQUIPMENT OF CLIENT, OR (II) CLIENT'S OR ANY OF ITS USERS' USE OF THE SERVICE OTHER THAN IN ACCORDANCE WITH THE APPLICABLE STATEMENT OF WORK AND DOCUMENTATION AND AS PERMITTED UNDER THIS AGREEMENT.

9.   CLIENT OBLIGATIONS. CLIENT SHALL: (I) PROVIDE ORIGAMI WITH REASONABLE ACCESS TO CLIENT'S PREMISES TO THE EXTENT NECESSARY TO ENABLE ORIGAMI TO PERFORM ITS OBLIGATIONS HEREUNDER; (II) PROVIDE ADEQUATE RESOURCES TO PARTICIPATE IN OR FACILITATE THE PERFORMANCE OF THE SERVICE; (III) TIMELY PARTICIPATE IN MEETINGS RELATING TO THE SERVICE; (IV) ASSIGN PERSONNEL WITH RELEVANT TRAINING AND EXPERIENCE TO WORK IN CONSULTATION WITH ORIGAMI; (V) MEET THE REQUIREMENTS TO USE THE SERVICE AS SET FORTH AT HTTP://WWW.ORIGAMIRISK.COM/PRODUCT-REQUIREMENTS; (VI) SAFEGUARD THE USERNAMES, PASSWORDS AND OTHER SECURITY DATA, METHODS AND DEVICES FURNISHED TO CLIENT IN CONNECTION WITH THE SERVICE AND PREVENT UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE AND PROMPTLY NOTIFY ORIGAMI IF IT BECOMES AWARE OF ANY SUCH UNAUTHORIZED ACCESS OR THAT THE SECURITY OF ITS USERNAMES OR PASSWORDS HAS BEEN COMPROMISED; (VII) BE RESPONSIBLE FOR CLIENT NETWORKS, EQUIPMENT AND SYSTEM SECURITY REQUIRED OR APPROPRIATE IN CONNECTION WITH THE SERVICE; (VIII) HAVE SOLE RESPONSIBILITY FOR THE ACCURACY, QUALITY, LEGALITY, RELIABILITY AND APPROPRIATENESS OF ALL CLIENT DATA; (IX) TRANSMIT CLIENT DATA ONLY IN AN ENCRYPTED FORMAT AS SET FORTH IN THE SERVICE LEVEL AGREEMENT OR AS OTHERWISE MUTUALLY AGREED BY THE PARTIES; (X) OBTAIN ALL CONSENTS AND AUTHORIZATIONS FROM ANY THIRD PARTIES THAT CLIENT REQUIRES IN ORDER FOR ORIGAMI TO PERFORM ITS OBLIGATIONS HEREUNDER (AND ORIGAMI SHALL NOT BE REQUIRED TO ENTER INTO AGREEMENTS WITH ANY SUCH THIRD PARTIES), AND (XI) TAKE SUCH OTHER ACTIONS AS ARE REQUIRED OF CLIENT PURSUANT TO THIS AGREEMENT, INCLUDING ANY ORDER FORM OR STATEMENT OF WORK.

10.   CLIENT WARRANTY. THE PARTIES ACKNOWLEDGE AND AGREE THAT DURING THE TERM OF THIS AGREEMENT A CLIENT PARTY OR OTHER THIRD PARTIES MAY DISCLOSE CERTAIN CLIENT DATA, INCLUDING PERSONALLY IDENTIFIABLE DATA REGARDING EMPLOYEES OR OTHER INDIVIDUALS, TO ORIGAMI FOR THE BENEFIT OF A CLIENT PARTY. WITH RESPECT TO ANY CLIENT DATA SO DISCLOSED BY, OR ON BEHALF OF, A CLIENT PARTY TO ORIGAMI, CLIENT REPRESENTS AND WARRANTS TO ORIGAMI THAT: (I) EACH SUCH CLIENT PARTY, AND SUCH OTHER THIRD PARTIES OPERATING ON CLIENT'S BEHALF ARE AUTHORIZED TO COLLECT, USE AND DISCLOSE THE CLIENT DATA TO ORIGAMI FOR USE AND STORAGE PURSUANT TO THIS AGREEMENT; (II) SUCH DISCLOSURE, USE OR STORAGE DOES NOT AND SHALL NOT VIOLATE APPLICABLE LAW OR, IF APPLICABLE, SUCH CLIENT PARTY'S AGREEMENTS WITH OR PRIVACY NOTICES TO INDIVIDUALS WITH RESPECT TO WHOM THE CLIENT DATA RELATES; AND (III) CLIENT SHALL NOT REQUEST ORIGAMI TO USE, STORE, DISCLOSE OR OTHERWISE PROCESS CLIENT DATA IN ANY MANNER THAT WOULD NOT BE PERMISSIBLE UNDER APPLICABLE LAW OR, IF APPLICABLE, SUCH CLIENT PARTY'S AGREEMENTS WITH OR PRIVACY NOTICES TO INDIVIDUALS WITH RESPECT TO WHOM THE CLIENT DATA RELATES, IF DONE BY CLIENT.

11.   NON-ORIGAMI EVENTS. CLIENT ACKNOWLEDGES AND AGREES THAT ORIGAMI SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DELAY OR FAILURE IN ITS PERFORMANCE OF ANY DUTIES OR OBLIGATIONS PURSUANT TO THIS AGREEMENT, INCLUDING ANY ORDER FORM OR STATEMENT OF WORK, TO THE EXTENT SUCH DELAYS OR FAILURES RESULT OR ARISE FROM ANY (1) ACT OR OMISSION OF ANY CLIENT PARTY, INCLUDING ANY DELAYS IN THEIR PERFORMANCE OR COOPERATION WITH RESPECT TO THE OBLIGATIONS OR WARRANTIES SET FORTH IN THIS AGREEMENT OR ANY ORDER FORM OR STATEMENT OF WORK; (2) FAILURE OF ANY CLIENT PARTY'S EQUIPMENT OR SOFTWARE (OTHER THAN THE SERVICE); OR (3) FORCE MAJEURE EVENT.

12. **MOBILE SERVICE. THE SERVICE MAY INCLUDE CERTAIN SERVICES THAT ARE AVAILABLE VIA AN APPLICATION DOWNLOADED AND INSTALLED ON A MOBILE DEVICE. TO THE EXTENT CLIENT CHOOSES TO USE SUCH APPLICATION, CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT DATA MAY BE STORED LOCALLY ON A MOBILE DEVICE AS PART OF SUCH SERVICE AND THAT THE PHYSICAL SECURITY OF ANY MOBILE DEVICE USED TO ACCESS SUCH SERVICES IS CLIENT'S RESPONSIBILITY. IF CLIENT OR ANY USER ELECTS TO STORE DATA ON A MOBILE DEVICE, ORIGAMI SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF CLIENT DATA OR ANY OTHER DATA ON SUCH DEVICE.**

13. **<u>INTELLECTUAL PROPERTY RIGHTS.</u>**

14.   ORIGAMI INTELLECTUAL PROPERTY RIGHTS. AS BETWEEN ORIGAMI AND CLIENT, ORIGAMI OWNS ALL RIGHT, TITLE AND INTEREST, INCLUDING ALL RELATED INTELLECTUAL PROPERTY RIGHTS IN AND TO, OR RELATED TO THE SERVICE AND WORK PRODUCT, INCLUDING ALL SOFTWARE PROGRAMS CONTAINED THEREIN. TO THE EXTENT THAT ANY SUCH INTELLECTUAL PROPERTY RIGHTS DO NOT OTHERWISE VEST IN ORIGAMI OR ITS LICENSORS, CLIENT HEREBY AGREES TO PROMPTLY ASSIGN SUCH INTELLECTUAL PROPERTY RIGHTS TO ORIGAMI OR ITS LICENSORS, AND TO DO ALL OTHER ACTS REASONABLY NECESSARY TO PERFECT ORIGAMI'S OR ITS LICENSORS' OWNERSHIP THEREOF, WITHOUT ADDITIONAL CONSIDERATION OF ANY KIND. THE ORIGAMI NAME, THE ORIGAMI LOGOS, AND THE PRODUCT NAMES ASSOCIATED WITH THE SERVICE ARE TRADEMARKS OF ORIGAMI OR THIRD PARTIES, AND NO RIGHT OR LICENSE IS GRANTED WITH RESPECT TO THEIR USE. THE SERVICE MAY CONTAIN INTELLECTUAL PROPERTY BELONGING TO THIRD PARTIES. ALL SUCH INTELLECTUAL PROPERTY IS AND SHALL REMAIN THE PROPERTY OF ITS RESPECTIVE OWNERS. EXCEPT FOR THE LIMITED RIGHTS EXPRESSLY GRANTED HEREIN, ALL RIGHT, TITLE AND INTEREST IN AND TO THE SERVICE AND WORK PRODUCT ARE RESERVED BY ORIGAMI, AND, EXCEPT AS EXPRESSLY GRANTED HEREIN, NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS CONFERRING ANY RIGHT, TITLE, INTEREST OR LICENSE WITH RESPECT TO THE SERVICE OR WORK PRODUCT UPON CLIENT, BY IMPLICATION, ESTOPPEL OR OTHERWISE. IN ADDITION, CLIENT AGREES AND ACKNOWLEDGES THAT ORIGAMI SHALL HAVE AN UNLIMITED RIGHT TO INCORPORATE INTO ANY UPDATES, UPGRADES, OR MODIFICATIONS TO THE SERVICE ALL SUGGESTIONS, IDEAS, ENHANCEMENT REQUESTS, FEEDBACK, RECOMMENDATIONS OR OTHER INFORMATION PROVIDED BY CLIENT OR ANY USER RELATING TO THE SERVICE. SUCH SERVICE, AS UPDATED, UPGRADED, OR MODIFIED, SHALL BE OWNED BY ORIGAMI AS PROVIDED IN THIS SECTION. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE WORK PRODUCT SHALL NOT CONSTITUTE WORK MADE-FOR-HIRE UNDER THE UNITED STATES COPYRIGHT ACT, AND THAT ORIGAMI SHALL HAVE THE EXCLUSIVE RIGHT TO PROTECT THE WORK PRODUCT BY PATENT, COPYRIGHT, OR ANY OTHER MEANS. WORK PRODUCT SHALL BE MADE AVAILABLE TO CLIENT AS PART OF THE SERVICE TO THE EXTENT SET FORTH IN AN ORDER FORM OR STATEMENT OF WORK, AND CLIENT SHALL HAVE NO OTHER RIGHT TO USE ANY WORK PRODUCT.

15.   CLIENT DATA. CLIENT DATA SHALL BE CONFIDENTIAL INFORMATION OF CLIENT UNDER THIS AGREEMENT. AS BETWEEN ORIGAMI AND CLIENT, CLIENT SHALL OWN ALL RIGHT, TITLE AND INTEREST IN AND TO THE CLIENT DATA, WHICH SHALL NEVER BE DEEMED TO BE THE SERVICE OR WORK PRODUCT, EVEN IF DELIVERED OR INCORPORATED THEREWITH. ORIGAMI SHALL HAVE NO RESPONSIBILITY, WHATSOEVER, FOR THE ACCURACY, QUALITY, LEGALITY, RELIABILITY, APPROPRIATENESS, AND INTELLECTUAL PROPERTY OWNERSHIP OF CLIENT DATA, AND ORIGAMI SHALL NOT REVIEW, MONITOR OR CHECK THE CLIENT DATA EXCEPT AS NECESSARY TO PROVIDE THE SERVICE TO CLIENT. ORIGAMI SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE DELETION, DESTRUCTION, DAMAGE OR LOSS OF ANY CLIENT DATA THROUGH NO FAULT OF ORIGAMI OR ITS PROVIDERS WITHOUT LIMITING ORIGAMI'S LIABILITY TO MAINTAIN BACKUP DATA AS SET FORTH IN THE SERVICE LEVEL AGREEMENT. UPON CLIENT'S WRITTEN REQUEST WITHIN 30 DAYS FOLLOWING THE TERMINATION OF THIS AGREEMENT, ORIGAMI WILL AT ITS EXPENSE PROVIDE ELECTRONIC FILES TO CLIENT IN DELIMITED TEXT FORMAT CONTAINING CLIENT'S CLIENT DATA. SUBJECT TO ORIGAMI'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, CLIENT AGREES THAT ORIGAMI SHALL HAVE THE RIGHT TO COLLECT AND USE DATA OR INFORMATION RESULTING FROM A CLIENT PARTY'S USE OF THE SERVICE SO LONG AS SUCH DATA AND INFORMATION IS DE-IDENTIFIED AND AGGREGATED SO THAT IT CANNOT IDENTIFY, BE TRACED BACK TO OR OTHERWISE BE ASSOCIATED IN ANY MANNER WITH CLIENT OR ANY PARTICULAR INDIVIDUAL.

16.   NOTICES OF INFRINGEMENT. IN THE EVENT CLIENT DISCOVERS OR IS NOTIFIED OF AN ACTUAL OR SUSPECTED INFRINGEMENT OF THE RIGHTS OF ORIGAMI OR ITS LICENSORS IN OR TO THE SERVICE OR ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE (EACH, AN "INFRINGEMENT"), CLIENT SHALL PROMPTLY NOTIFY ORIGAMI OF SUCH KNOWN OR SUSPECTED INFRINGEMENT AND TERMINATE SUCH INFRINGEMENT TO THE EXTENT WITHIN CLIENT'S CONTROL. CLIENT AGREES TO REASONABLY COOPERATE WITH AND ASSIST ORIGAMI (AT ORIGAMI'S SOLE EXPENSE) IN PROTECTING, ENFORCING AND DEFENDING ORIGAMI'S RIGHTS IN AND TO THE SERVICE.

17.   **FINANCIAL TERMS.**

18.   FEES. CLIENT SHALL PAY TO ORIGAMI THE FEES SET FORTH IN ANY ORDER FORM OR STATEMENT OF WORK OR AS OTHERWISE AGREED IN WRITING BY THE PARTIES.

19.   EXPENSES. CLIENT SHALL REIMBURSE ORIGAMI FOR ALL PRE-AUTHORIZED IN WRITING, REASONABLE, DOCUMENTED OUT OF POCKET TRAVEL, LODGING, MEAL AND OTHER EXPENSES REASONABLY INCURRED BY ORIGAMI IN THE COURSE OF PERFORMING THE SERVICE.

20.   TAXES. CLIENT SHALL BE LIABLE FOR ANY TAXES (INCLUDING WITHOUT LIMITATION SALES, USE, EXCISE AND GROSS RECEIPTS TAXES), CHARGES, TARIFFS, AND DUTIES AND ANY INTEREST AND PENALTIES ARISING UNDER THIS AGREEMENT, EXCLUDING TAXES BASED UPON ORIGAMI'S INCOME. ALL SUCH TAXES MAY BE INCLUDED IN AMOUNTS INVOICED BY ORIGAMI TO CLIENT.

21.   PAYMENTS. ALL FEES UNDER THIS AGREEMENT SHALL BE PAYABLE BY CLIENT IN ACCORDANCE WITH THE APPLICABLE ORDER FORM OR STATEMENT OF WORK OR AS OTHERWISE AGREED BY THE PARTIES. FEES SHALL BE DUE WITHIN 30 DAYS OF INVOICE DATE. PAYMENTS REMITTED AFTER 30 DAYS SHALL BEAR INTEREST AT 1.5 PERCENT PER MONTH. EXCEPT AS PROVIDED IN SECTIONS 7(B) AND 9(A), ALL FEES PAID HEREUNDER ARE NON-REFUNDABLE. WITHOUT LIMITING ORIGAMI'S OTHER RIGHTS AND REMEDIES, IF CLIENT DOES NOT PAY A CORRECT OVERDUE INVOICE WITHIN 15 DAYS AFTER RECEIVING NOTICE FROM ORIGAMI OF NONPAYMENT UNLESS CLIENT HAS NOTIFIED ORIGAMI OF A GOOD FAITH DISPUTE PRIOR TO SUCH TIME, THEN ORIGAMI MAY SUSPEND CLIENT'S ACCESS TO THE SERVICE AND ANY OTHER SERVICES UNTIL ORIGAMI RECEIVES SUCH PAYMENT, AND FEES SHALL CONTINUE TO ACCRUE DURING ANY SUCH PERIOD; PROVIDED THAT THIS SHALL NOT BE DEEMED TO LIMIT CLIENT'S RIGHT TO THE RETURN OF ITS CLIENT DATA PURSUANT TO SECTION 3(B) OF THIS AGREEMENT.

22.   **CONFIDENTIALITY.**

23.   CONFIDENTIAL INFORMATION. EACH PARTY ACKNOWLEDGES AND AGREES THAT DURING THE TERM OF THIS AGREEMENT IT MAY BE FURNISHED WITH OR OTHERWISE HAVE ACCESS TO CONFIDENTIAL INFORMATION OF THE OTHER PARTY. THE PARTY THAT HAS RECEIVED CONFIDENTIAL INFORMATION (THE "RECEIVING PARTY"), IN FULFILLING ITS OBLIGATIONS UNDER THIS SECTION, SHALL EXERCISE THE SAME DEGREE OF CARE AND PROTECTION WITH RESPECT TO THE CONFIDENTIAL INFORMATION OF THE PARTY THAT HAS DISCLOSED CONFIDENTIAL INFORMATION TO THE RECEIVING PARTY (THE "DISCLOSING PARTY") THAT IT EXERCISES WITH RESPECT TO ITS OWN CONFIDENTIAL INFORMATION, BUT IN NO EVENT SHALL THE RECEIVING PARTY EXERCISE LESS THAN A REASONABLE STANDARD OF CARE. THE RECEIVING PARTY SHALL ONLY USE, ACCESS AND DISCLOSE CONFIDENTIAL INFORMATION AS NECESSARY TO FULFILL ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ORDER FORM OR STATEMENT OF WORK, OR IN EXERCISE OF ITS RIGHTS EXPRESSLY GRANTED HEREUNDER. RECEIVING PARTY SHALL NOT DIRECTLY OR INDIRECTLY DISCLOSE, SELL, COPY, DISTRIBUTE, REPUBLISH, CREATE DERIVATIVE WORKS FROM, DEMONSTRATE OR ALLOW ANY THIRD PARTY TO HAVE ACCESS TO ANY OF DISCLOSING PARTY'S CONFIDENTIAL INFORMATION; PROVIDED THAT THE RECEIVING PARTY MAY DISCLOSE THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION TO ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES (COLLECTIVELY, THE "REPRESENTATIVES") WHO HAVE A NEED TO KNOW AND WHO ARE BOUND BY CONFIDENTIALITY OBLIGATIONS WITH RESPECT TO SUCH CONFIDENTIAL INFORMATION THAT ARE SUBSTANTIALLY SIMILAR TO THOSE SET FORTH IN THIS SECTION. THE RECEIVING PARTY SHALL BE RESPONSIBLE AND LIABLE FOR ANY BREACH OF THIS SECTION BY ANY OF ITS REPRESENTATIVES. THIS AGREEMENT (INCLUDING ALL STATEMENTS OF WORK AND PRICING THEREUNDER) AND ALL INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THE SERVICE AND WORK PRODUCT SHALL BE DEEMED TO BE CONFIDENTIAL INFORMATION OF ORIGAMI UNDER THIS AGREEMENT.

24.   EXCLUSIONS. THE FOLLOWING INFORMATION SHALL NOT BE CONSIDERED CONFIDENTIAL INFORMATION SUBJECT TO THIS SECTION: (I) INFORMATION THAT IS PUBLICLY AVAILABLE OR LATER BECOMES AVAILABLE OTHER THAN THROUGH A BREACH OF THIS AGREEMENT; (II) INFORMATION THAT IS KNOWN TO THE RECEIVING PARTY OR ITS REPRESENTATIVES PRIOR TO SUCH DISCLOSURE OR IS INDEPENDENTLY DEVELOPED BY THE RECEIVING PARTY OR ITS REPRESENTATIVES SUBSEQUENT TO SUCH DISCLOSURE; OR (III) INFORMATION THAT IS SUBSEQUENTLY LAWFULLY OBTAINED BY THE RECEIVING PARTY OR ITS REPRESENTATIVES FROM A THIRD PARTY WITHOUT OBLIGATIONS OF CONFIDENTIALITY. IF THE RECEIVING PARTY IS REQUIRED BY LAW TO DISCLOSE ANY PORTION OF THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION, RECEIVING PARTY SHALL GIVE PRIOR TIMELY NOTICE OF SUCH DISCLOSURE TO DISCLOSING PARTY TO PERMIT DISCLOSING PARTY TO SEEK A PROTECTIVE OR SIMILAR ORDER, AND, ABSENT THE ENTRY OF SUCH AN ORDER, RECEIVING PARTY SHALL DISCLOSE ONLY SUCH CONFIDENTIAL INFORMATION AS IS NECESSARY BE DISCLOSED IN RESPONSE TO SUCH SUBPOENA, COURT ORDER OR OTHER SIMILAR DOCUMENT.

25.   RETURN OF CONFIDENTIAL INFORMATION. UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE RECEIVING PARTY WILL PROMPTLY RETURN OR DESTROY ANY CONFIDENTIAL INFORMATION IN THE POSSESSION OR CONTROL OF THE RECEIVING PARTY. ORIGAMI'S OBLIGATION TO RETURN AND DESTROY CLIENT DATA IS SET FORTH IN SECTION 3(B).

26.   **DATA SECURITY**.

27. **AUDIT REPORT.** UPON CLIENT'S WRITTEN REQUEST TO ORIGAMI DURING THE TERM OF THIS AGREEMENT (NO MORE THAN ONCE IN ANY 12-MONTH PERIOD), ORIGAMI SHALL PROVIDE A COPY OF ITS SERVICE ORGANIZATION CONTROL (SOC) 2 AUDIT REPORT (OR AN EQUIVALENT AUDIT REPORT OR PURSUANT TO A SUCCESSOR STANDARD) ("SOC 2 REPORT") TO CLIENT, AND SUCH REPORT SHALL CONTAIN AN UNQUALIFIED OPINION. SUCH AUDIT REPORT SHALL BE DEEMED CONFIDENTIAL INFORMATION UNDER THE TERMS OF THIS AGREEMENT.

28. **SAFEGUARDS.** ORIGAMI SHALL MAINTAIN COMMERCIALLY REASONABLE ADMINISTRATIVE, TECHNICAL AND PHYSICAL SAFEGUARDS DESIGNED TO PROTECT THE SECURITY AND PRIVACY OF CLIENT DATA. SUCH SAFEGUARDS ARE DESCRIBED IN ORIGAMI'S MOST RECENTLY COMPLETED SOC 2 REPORT. IN NO EVENT DURING THE TERM OF THIS AGREEMENT WILL ORIGAMI MATERIALLY DIMINISH THE PROTECTIONS PROVIDED BY THE CONTROLS SET FORTH IN SUCH SOC 2 REPORT. SUCH SAFEGUARDS SHALL COMPLY WITH DATA PRIVACY LAWS THAT ARE APPLICABLE TO ORIGAMI IN ITS PERFORMANCE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE DATA PRIVACY LAWS ADDRESSING PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE CONTAINED IN THE CLIENT DATA. ORIGAMI SHALL ALSO MAINTAIN AN INTERNAL INFORMATION SECURITY MANAGEMENT PROGRAM THAT ADDRESSES DATA SECURITY AND THE SECURITY CONTROLS EMPLOYED BY ORIGAMI IN COMPLIANCE WITH THIS AGREEMENT. ORIGAMI SHALL ENCRYPT CLIENT DATA AS SET FORTH IN THE SERVICE LEVEL AGREEMENT.

29. **NOTIFICATION.** ORIGAMI SHALL INFORM CLIENT PROMPTLY AND WITHOUT UNDUE DELAY IN THE EVENT THAT IT LEARNS OF ANY BREACH OF ORIGAMI'S SYSTEMS RESULTING IN UNAUTHORIZED DISCLOSURE OF, OR ACCESS TO, ANY CLIENT DATA. ANY SUCH NOTICE WILL PROVIDE A DESCRIPTION ABOUT THE CLIENT DATA THAT WAS ACCESSED TO THE EXTENT AVAILABLE AT THE TIME OF THE NOTICE. ORIGAMI WILL PROVIDE REGULAR UPDATES TO CLIENT AS ADDITIONAL DETAILS ABOUT THE NATURE OF THE AFFECTED CLIENT DATA BECOME AVAILABLE. ORIGAMI AGREES TO MITIGATE, TO THE EXTENT PRACTICABLE, ANY HARMFUL EFFECTS FROM SUCH BREACH THAT ARE OR BECOME KNOWN TO ORIGAMI.

30. **TERM AND TERMINATION**.

31.   TERM. THIS AGREEMENT SHALL COMMENCE ON THE EFFECTIVE DATE AND CONTINUE UNTIL ALL SUBSCRIPTIONS TO THE SERVICE HEREUNDER AND STATEMENTS OF WORK HAVE EXPIRED OR BEEN TERMINATED SOONER IN ACCORDANCE WITH THIS SECTION. THE TERM OF EACH SUBSCRIPTION SHALL BE AS SPECIFIED IN THE APPLICABLE ORDER FORM, AND THE TERM OF EACH STATEMENT OF WORK SHALL BE AS SPECIFIED THEREIN (OR, IF NOT SPECIFIED, SHALL RUN UNTIL THE COMPLETION OF THE APPLICABLE PROFESSIONAL SERVICES THEREUNDER).

32.   TERMINATION FOR BREACH. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE TO THE OTHER PARTY IF THE OTHER PARTY BREACHES ANY MATERIAL TERM AND FAILS TO CURE SUCH BREACH WITHIN 30 DAYS AFTER RECEIPT OF WRITTEN NOTICE OF SUCH BREACH. IF CLIENT TERMINATES THE AGREEMENT FOR ORIGAMI'S BREACH IN ACCORDANCE WITH THIS PARAGRAPH, ORIGAMI SHALL REFUND TO CLIENT, WITHIN 45 DAYS OF THE EFFECTIVE DATE OF SUCH TERMINATION, ANY PREPAID BUT UNEARNED FEES PAID TO ORIGAMI IN ADVANCE BY CLIENT. IF ORIGAMI TERMINATES THE AGREEMENT FOR CLIENT'S BREACH IN ACCORDANCE WITH THIS PARAGRAPH, ALL REMAINING UNPAID FEES SHALL BECOME DUE AND PAYABLE.

33.   TERMINATION FOR INSOLVENCY. EITHER PARTY MAY TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO THE OTHER PARTY IF THE OTHER PARTY (I) BECOMES INSOLVENT OR ADMITS ITS INABILITY TO PAY ITS DEBTS GENERALLY AS THEY BECOME DUE, (II) BECOMES SUBJECT, VOLUNTARILY OR INVOLUNTARILY, TO ANY PROCEEDING UNDER ANY BANKRUPTCY OR INSOLVENCY LAW, WHICH IS NOT FULLY STAYED WITHIN SEVEN BUSINESS DAYS OR IS NOT DISMISSED OR VACATED WITHIN 45 DAYS AFTER FILING, (III) IS DISSOLVED OR LIQUIDATED OR TAKES ANY COMPANY ACTION FOR SUCH PURPOSE OR CEASES TO EXIST AS A GOING CONCERN, (IV) MAKES A GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR (V) HAS A RECEIVER, TRUSTEE, CUSTODIAN, OR SIMILAR AGENT APPOINTED BY ORDER OF ANY COURT OF COMPETENT JURISDICTION TO TAKE CHARGE OF OR SELL ALL OR SUBSTANTIALLY ALL OF ITS PROPERTY OR BUSINESS.

34.   EVENTS UPON TERMINATION. UPON THE TERMINATION OF THIS AGREEMENT: (I) ORIGAMI SHALL CEASE PROVIDING THE SERVICE TO CLIENT, AND CLIENT AND ITS USERS SHALL CEASE USE OF THE SERVICE; AND (II) ORIGAMI SHALL INVOICE CLIENT FOR ALL ACCRUED FEES AND ALL REIMBURSABLE EXPENSES. CLIENT SHALL PAY THE INVOICED AMOUNTS, INCLUDING FROM PREVIOUSLY ISSUED INVOICES, WITHIN 30 DAYS OF THE DATE OF SUCH INVOICE.

35.   SURVIVAL. EXCEPT AS OTHERWISE SET FORTH HEREIN, IN THE EVENT OF TERMINATION OF THIS AGREEMENT FOR ANY REASON, THE PROVISIONS OF SECTIONS 2(I), 2(J), 3, 5, 7(D), 7(E), 8(C), AND 9 THROUGH 13, AS WELL AS ALL PAYMENT OBLIGATIONS, SHALL SURVIVE.

36.   <u>LIMITED WARRANTY</u>.

37.   SERVICE WARRANTY. ORIGAMI WARRANTS THAT THE SERVICE WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION WHEN USED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT ON THE HARDWARE AND WITH THE THIRD-PARTY SOFTWARE SPECIFIED BY ORIGAMI FROM TIME TO TIME. CLIENT'S SOLE REMEDY FOR ANY BREACH BY ORIGAMI OF THE WARRANTY PROVIDED IN THIS SECTION SHALL BE REPLACEMENT OF THE NONCONFORMING SERVICE, AT ORIGAMI'S SOLE EXPENSE, AS DESCRIBED HEREIN. ORIGAMI SHALL DELIVER TO CLIENT REPLACEMENT SERVICE, A WORK-AROUND AND/OR AN ERROR/BUG FIX AS MAY BE NECESSARY TO CORRECT THE NONCONFORMITY. IN THE EVENT THAT CLIENT GIVES ORIGAMI NOTICE OF AN APPARENT NONCONFORMITY THAT ORIGAMI REASONABLY DETERMINES IS NOT DUE TO ANY FAULT OR FAILURE OF THE SERVICE TO CONFORM TO THE WARRANTY PROVIDED HEREIN, ALL TIME SPENT BY ORIGAMI RESULTING IN SUCH DETERMINATION, INCLUDING TIME SPENT ATTEMPTING TO CORRECT THE PROBLEM, SHALL BE CHARGED AGAINST CLIENT SUPPORT HOURS, OR, IF CLIENT SUPPORT HOURS HAVE BEEN EXHAUSTED, CHARGED TO CLIENT AT ORIGAMI'S THEN CURRENT HOURLY RATE FOR SUCH SERVICES.

38.   PROFESSIONAL SERVICES WARRANTY. ORIGAMI REPRESENTS AND WARRANTS THAT THE PROFESSIONAL SERVICES SHALL BE PERFORMED IN A PROFESSIONAL AND COMMERCIALLY REASONABLE MANNER CONSISTENT WITH THE STANDARD OF CARE EXERCISED BY ORIGAMI IN PERFORMING SIMILAR SERVICES FOR OTHER CLIENTS. CLIENT'S SOLE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE RE-PERFORMANCE OF THE NONCONFORMING PROFESSIONAL SERVICES, PROVIDED THAT ORIGAMI MUST HAVE RECEIVED WRITTEN NOTICE OF THE NONCONFORMITY FROM CLIENT NO LATER THAN 30 DAYS AFTER THE ORIGINAL PERFORMANCE OF THE APPLICABLE PROFESSIONAL SERVICES BY ORIGAMI.

39.   DISCLAIMERS.

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

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

42.   *Origami shall not be responsible for: (A) any non-conformities of the Service with Documentation, omissions, delays, inaccuracies or any other failure caused by a Client Party's computer systems, hardware or software (other than the Service), including by interfaces with such third party*

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

43.   INDEMNIFICATION BY ORIGAMI.

44.   INDEMNIFICATION. ORIGAMI AGREES TO INDEMNIFY, DEFEND, SETTLE, OR PAY ANY THIRD PARTY CLAIM OR ACTION AGAINST A CLIENT PARTY FOR INFRINGEMENT OF ANY U.S. PATENT OR COPYRIGHT ARISING FROM CLIENT'S USE OF THE SERVICE IN ACCORDANCE WITH THIS AGREEMENT. IF THE SERVICE OR ANY PART OF THE SERVICE IS HELD TO INFRINGE AND THE USE THEREOF IS ENJOINED OR RESTRAINED OR, IF AS A RESULT OF A SETTLEMENT OR COMPROMISE, SUCH USE IS MATERIALLY ADVERSELY RESTRICTED, ORIGAMI SHALL, AT ITS OWN EXPENSE AND AS CLIENT'S SOLE REMEDY THEREFOR (OTHER THAN THE INDEMNIFICATION OBLIGATION SET FORTH ABOVE), EITHER: (I) PROCURE FOR CLIENT THE RIGHT TO CONTINUE TO USE THE SERVICE; OR (II) MODIFY THE SERVICE TO MAKE IT NON-INFRINGING, PROVIDED THAT SUCH MODIFICATION DOES NOT MATERIALLY ADVERSELY AFFECT CLIENT'S AUTHORIZED USE OF THE SERVICE; OR (III) REPLACE THE SERVICE WITH A FUNCTIONALLY EQUIVALENT NON-INFRINGING PROGRAM AT NO ADDITIONAL CHARGE TO CLIENT; OR (IV) IF NONE OF THE FOREGOING ALTERNATIVES IS REASONABLY AVAILABLE TO ORIGAMI, TERMINATE THIS AGREEMENT AND REFUND TO CLIENT ANY PREPAID BUT UNEARNED FEES PAID TO ORIGAMI IN ADVANCE BY CLIENT PRIOR TO THE EFFECTIVE DATE OF THE TERMINATION.

45.   EXCLUSIONS. ORIGAMI'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9(A) SHALL NOT APPLY TO THE EXTENT THE CLAIM IS BASED ON: (I) MODIFICATIONS TO THE SERVICE OR ANY COMPONENT THEREOF MADE BY ANYONE OTHER THAN ORIGAMI OR ON BEHALF OF ORIGAMI; (II) USE OF ANY SERVICE IN COMBINATION WITH A PRODUCT NOT SUPPLIED BY ORIGAMI; OR (III) USE OF ANY SERVICE OTHER THAN IN ACCORDANCE WITH THIS AGREEMENT AND THE DOCUMENTATION.

46.   CONDUCT. ORIGAMI SHALL HAVE THE SOLE RIGHT TO CONDUCT THE DEFENSE OF ANY SUCH INFRINGEMENT CLAIM OR ACTION AND ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE, AND TO SETTLE OR COMPROMISE ANY SUCH CLAIM. CLIENT AGREES TO COOPERATE AND ENSURE THAT EACH CLIENT PARTY COOPERATES WITH ORIGAMI IN DOING SO. CLIENT AGREES TO GIVE ORIGAMI PROMPT WRITTEN NOTICE, IN NO CASE LONGER THAN WITHIN SEVEN DAYS OF RECEIPT OR DISCOVERY, OF ANY THREAT, WARNING, OR NOTICE OF ANY SUCH CLAIM OR ACTION, WITH COPIES OF ANY AND ALL DOCUMENTS EACH CLIENT PARTY MAY RECEIVE RELATING THERETO.

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

48.   LIMITATION OF LIABILITY.

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

50.   LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL ORIGAMI'S AGGREGATE MAXIMUM LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE PAYMENTS ACTUALLY MADE TO ORIGAMI HEREUNDER DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST ORIGAMI.

51.   <u>EXPORT CONTROL</u>.

52.   EXPORT. CLIENT SHALL NOT EXPORT THE SERVICE OR ANY WORK PRODUCT IN VIOLATION OF APPLICABLE UNITED STATES LAWS AND REGULATIONS. CLIENT ALSO AGREES THAT IT WILL NOT KNOWINGLY EXPORT, DIRECTLY OR INDIRECTLY, THE SERVICE OR ANY WORK PRODUCT (I) THAT IT KNOWS WILL DIRECTLY ASSIST IN THE DESIGN, DEVELOPMENT, PRODUCTION, STOCKPILING OR USE OF MISSILES, NUCLEAR WEAPONS OR CHEMICAL/BIOLOGICAL WEAPONS; (II) TO ANY ENTITY ON THE DEPARTMENT OF COMMERCE ENTITY LIST OR ANY PERSON OR ENTITY ON THE DEPARTMENT OF COMMERCE DENIED PERSONS LIST, EACH CURRENTLY AVAILABLE AT <u>HTTP://WWW.BIS.DOC.GOV</u>; OR (III) TO ANY COUNTRY SUBJECT TO SANCTIONS ADMINISTERED BY THE DEPARTMENT OF THE TREASURY'S OFFICE OF FOREIGN ASSETS CONTROL OR TO ANY PERSON OR ENTITY ON THE LISTS OF PROHIBITED ENTITIES AND PERSONS MAINTAINED BY SUCH OFFICE, CURRENTLY AVAILABLE AT <u>HTTP://WWW.USTREAS.GOV/OFAC</u>.

53.   DISCLAIMER. ORIGAMI MAKES NO REPRESENTATION THAT THE SERVICE IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. IF CLIENT USES THE SERVICE FROM OUTSIDE THE UNITED STATES OF AMERICA, CANADA, THE UNITED KINGDOM AND/OR THE EUROPEAN UNION, CLIENT IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS, INCLUDING EXPORT AND IMPORT REGULATIONS OF OTHER COUNTRIES. ANY DIVERSION OF THE SERVICE CONTRARY TO APPLICABLE LAW IS PROHIBITED.

54.   <u>GENERAL</u>.

55. NOTICES. ANY NOTICE, REQUEST, DEMAND OR OTHER COMMUNICATION (EACH, A "NOTICE") GIVEN PURSUANT TO THIS AGREEMENT MUST BE IN WRITING AND DELIVERED TO THE OTHER PARTY BY EITHER PERSONAL DELIVERY, CERTIFIED MAIL (RETURN RECEIPT REQUESTED AND POSTAGE PREPAID), NATIONALLY RECOGNIZED OVERNIGHT COURIER (WITH ALL FEES PREPAID) OR E-MAIL AT THE ADDRESS OF SUCH PARTY LISTED ON THE SIGNATURE PAGE TO THIS AGREEMENT. A PARTY MAY CHANGE ITS ADDRESS BY GIVING NOTICE PURSUANT TO THIS SECTION.

56. ASSIGNMENT. NEITHER PARTY SHALL HAVE THE RIGHT TO ASSIGN, TRANSFER, OR SUBLICENSE ANY OBLIGATIONS OR BENEFIT UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY; PROVIDED, HOWEVER, THAT NO WRITTEN CONSENT SHALL BE REQUIRED TO ASSIGN OR TRANSFER THIS AGREEMENT TO ANY PARENT OR WHOLLY OWNED SUBSIDIARY OF A PARTY, AND FURTHER PROVIDED THAT ORIGAMI MAY ASSIGN OR TRANSFER THIS AGREEMENT WITHOUT CLIENT'S PRIOR WRITTEN CONSENT TO A SUCCESSOR BY WAY OF A MERGER, ACQUISITION, SALE, TRANSFER OR OTHER DISPOSITION OF ALL OR SUBSTANTIALLY ALL OF ITS ASSETS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS AGREEMENT SHALL BE BINDING ON AND INURE TO THE BENEFIT OF THE RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS OF THE PARTIES.

57. THIRD PARTY BENEFICIARIES. THIS AGREEMENT DOES NOT AND IS NOT INTENDED TO CONFER ANY RIGHTS OR REMEDIES UPON ANY PARTY OTHER THAN THE PARTIES TO THIS AGREEMENT.

58. PUBLICITY. WITHOUT PRIOR WRITTEN APPROVAL OF THE OTHER PARTY OR AS OTHERWISE SET FORTH IN A STATEMENT OF WORK OR ORDER FORM, NEITHER PARTY SHALL, DIRECTLY OR INDIRECTLY, MAKE ANY PUBLIC ANNOUNCEMENT RELATED TO THIS AGREEMENT OR THE SERVICE. NOTWITHSTANDING THE FOREGOING, ORIGAMI MAY DISCLOSE THE FACT THAT CLIENT HAS PROCURED A LICENSE FOR THE SERVICE; PROVIDED THAT ORIGAMI WILL NOT STATE OR IMPLY THAT CLIENT ENDORSES OR RECOMMENDS THE SERVICE WITHOUT THE WRITTEN PERMISSION OF CLIENT.

59. ENTIRE AGREEMENT; AMENDMENTS. EXCEPT FOR THE IT SOFTWARE AND SERVICES AGREEMENT SIGNED BETWEEN ORIGAMI AND UTA, THIS AGREEMENT (INCLUDING ALL EXHIBITS, APPENDICES, SCHEDULES AND ATTACHMENTS HERETO) CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. ALL PRIOR AND CONTEMPORANEOUS ORAL AND WRITTEN COMMUNICATIONS, NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY NONDISCLOSURE OR CONFIDENTIALITY AGREEMENTS ENTERED INTO BETWEEN THE PARTIES PRIOR TO THE DATE OF THIS AGREEMENT, ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS AGREEMENT. THE TERMS AND CONDITIONS CONTAINED IN THE IT SOFTWARE AND SERVICES AGREEMENT SHALL TAKE PRECEDENCE OVER THIS TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.. NO ERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER SHALL AMEND THIS AGREEMENT OR SHALL OTHERWISE CONSTITUTE AN AGREEMENT BETWEEN THE PARTIES. THE PARTIES MAY AMEND THIS AGREEMENT ONLY BY A WRITTEN AGREEMENT OF THE PARTIES THAT IDENTIFIES ITSELF AS AN AMENDMENT TO THIS AGREEMENT.

60. WAIVERS. THE PARTIES MAY WAIVE ANY PROVISION IN THIS AGREEMENT ONLY BY A WRITING EXECUTED BY THE PARTY AGAINST WHOM THE WAIVER IS SOUGHT TO BE ENFORCED. NO FAILURE OR DELAY IN EXERCISING ANY RIGHT OR REMEDY, OR IN REQUIRING THE SATISFACTION OF ANY CONDITION, UNDER THIS AGREEMENT, AND NO ACT, OMISSION OR COURSE OF DEALING BETWEEN THE PARTIES, OPERATES AS A WAIVER OR ESTOPPEL OF ANY RIGHT, REMEDY OR CONDITION. A WAIVER ONCE GIVEN IS NOT TO BE CONSTRUED AS A WAIVER ON ANY FUTURE OCCASION OR AGAINST ANY OTHER PERSON.

61. SEVERABILITY. IN THE EVENT THAT ANY PROVISION OF THIS AGREEMENT SHALL BE DETERMINED TO BE ILLEGAL OR UNENFORCEABLE, SUCH PROVISION SHALL BE LIMITED OR ELIMINATED TO THE MINIMUM EXTENT NECESSARY SO THAT THIS AGREEMENT SHALL OTHERWISE REMAIN IN FULL FORCE AND EFFECT AND ENFORCEABLE.

62.   GOVERNING LAW. THE LAWS OF THE STATE OF UTAH (WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PRINCIPLES) GOVERN ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES, INCLUDING, WITHOUT LIMITATION, ITS INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

63.   DISPUTE RESOLUTION; ARBITRATION. IF A DISPUTE ARISES OUT OF OR RELATES TO THIS AGREEMENT OR A BREACH THEREOF, THE PARTIES SHALL FIRST TRY TO RESOLVE THEIR DISPUTE THROUGH INFORMAL AND GOOD FAITH NEGOTIATION. ANY DEMANDS, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, (INCLUDING, BUT NOT LIMITED TO, FEES OR COSTS, BREACH OF CONTRACT, OR TORT CLAIMS), SHALL BE SETTLED BY BINDING ARBITRATION BEFORE ADR SYSTEMS OF AMERICA IN CHICAGO, ILLINOIS AND IN ACCORDANCE WITH THE ARBITRATION RULES OF ADR SYSTEMS OF AMERICA, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT OR TRIBUNAL HAVING JURISDICTION THEREOF. EITHER PARTY MAY COMMENCE THE ARBITRATION PROCESS CALLED FOR IN THIS AGREEMENT BY FILING A WRITTEN DEMAND FOR ARBITRATION WITH ADR SYSTEMS OF AMERICA. THE ARBITRATION WILL BE CONDUCTED IN ACCORDANCE WITH THE ADR SYSTEMS OF AMERICA ARBITRATION RULES AND PROCEDURES IN EFFECT AT THE TIME OF FILING OF THE DEMAND FOR ARBITRATION. THE PARTIES WILL SELECT ONE ARBITRATOR FROM ADR SYSTEMS OF AMERICA'S PANEL OF NEUTRALS AND WILL SHARE EQUALLY IN THE COSTS. THE PREVAILING PARTY SHALL BE AWARDED ATTORNEYS' FEES. THE PARTY SEEKING ENFORCEMENT SHALL BE ENTITLED TO AN AWARD OF ALL COSTS, FEES AND EXPENSES, INCLUDING ATTORNEY'S FEES, TO BE PAID BY THE PARTY AGAINST WHOM ENFORCEMENT IS ORDERED. THE ARBITRATION PROCEEDINGS AND ARBITRATION AWARD SHALL BE MAINTAINED BY THE PARTIES AS STRICTLY CONFIDENTIAL, EXCEPT AS IS OTHERWISE REQUIRED BY COURT ORDER OR AS IS NECESSARY TO CONFIRM, VACATE OR ENFORCE THE AWARD AND FOR DISCLOSURE IN CONFIDENCE TO THE PARTIES' RESPECTIVE ATTORNEYS AND ADVISORS.

64.   FORCE MAJEURE. NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY FAILURE OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT (EXCEPT FOR PAYMENT) BECAUSE OF CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, FIRES, FLOODS, EARTHQUAKES, WARS, CIVIL DISTURBANCES, TERRORISM, SABOTAGE, ACCIDENTS, UNUSUALLY SEVERE WEATHER, LABOR DISPUTES, GOVERNMENTAL ACTIONS, POWER FAILURES, VIRUSES THAT ARE NOT PREVENTABLE THROUGH GENERALLY AVAILABLE RETAIL PRODUCTS, INABILITY TO OBTAIN LABOR, MATERIAL OR EQUIPMENT, CATASTROPHIC HARDWARE FAILURES, USAGE SPIKES, ATTACKS ON SERVERS, OR ANY INABILITY TO TRANSMIT OR RECEIVE INFORMATION OVER THE INTERNET (EACH, A "FORCE MAJEURE EVENT"), NOR SHALL ANY SUCH FAILURE OR DELAY GIVE ANY PARTY THE RIGHT TO TERMINATE THIS AGREEMENT.

65.   CERTAIN REMEDIES. EACH PARTY ACKNOWLEDGES AND AGREES THAT (I) IT WOULD BE EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO CALCULATE THE ACTUAL DAMAGES IN THE EVENT OF ORIGAMI'S BREACH OF SECTION 3(B) OR 5 OF THIS AGREEMENT OR CLIENT'S BREACH OF SECTION 2, 3 OR 5 OF THIS AGREEMENT; AND (II) BREACH OF ANY SUCH PROVISION OF THIS AGREEMENT WOULD RESULT IN ONGOING DAMAGES TO THE NON-BREACHING PARTY THAT COULD NOT BE ADEQUATELY COMPENSATED BY MONETARY DAMAGES. ACCORDINGLY, EACH PARTY AGREES THAT IN THE EVENT OF ANY ACTUAL OR THREATENED BREACH OF ANY SUCH PROVISION OF THIS AGREEMENT, THE NON-BREACHING PARTY SHALL BE ENTITLED, IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES EXISTING IN ITS FAVOR AT LAW, IN EQUITY OR OTHERWISE, TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF (INCLUDING WITHOUT LIMITATION A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION AND A FINAL INJUNCTION) AGAINST THE OTHER PARTY TO PREVENT ANY ACTUAL OR THREATENED BREACH OF ANY SUCH PROVISION AND TO ENFORCE THIS AGREEMENT SPECIFICALLY, WITHOUT THE NECESSITY OF POSTING A BOND OR OTHER SECURITY OR OF PROVING ACTUAL DAMAGES.

66.   COUNTERPARTS. THIS AGREEMENT AND EACH ORDER FORM AND STATEMENT OF WORK MAY BE EXECUTED IN COUNTERPARTS, EACH OF WHICH WILL BE DEEMED AN ORIGINAL BUT ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME AGREEMENT. DELIVERY OF AN EXECUTED COUNTERPART OF A SIGNATURE PAGE TO THIS AGREEMENT OR ANY ORDER FORM OR STATEMENT OF WORK BY PDF OR OTHER ELECTRONIC MEANS SHALL BE AS EFFECTIVE AS DELIVERY OF A MANUALLY EXECUTED COUNTERPART OF THIS AGREEMENT OR SUCH ORDER FORM OR STATEMENT OF WORK.

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

ORIGAMI RISK LLC

By: *Earnest Bentley* _____
DocuSigned by:
4F7E88C9A73F402...

Name: _Earnest Bentley_____
      (Print Name)

Title: _President, Risk Solutions_____

Address: 222 N. LaSalle St.
          Suite 2100
          Chicago, IL 60601

Email: legal@origamirisk.com

    10/23/2023

UTAH TRANSIT AUTHORITY

By: _____

Name: _____
        (Print Name)

Title: _____

Address: _____

_____

Email: _____

MB
DS

ORIGAMI RISK

EXHIBIT F

<u>SERVICE LEVEL AGREEMENT (SLA)</u>

SYSTEM AVAILABILITY

The Service will be available 99.5% of the time, excluding unavailability as a result of any Excluded Event (the "Availability Requirement"). This includes holidays, weekends, and non-business hours. It does not include planned downtime. In normal circumstances, Origami 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, client support 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

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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 in the production instance of the Service 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

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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 be encrypted using at least 128 bits. Origami uses Open PGP for file encryption and can provide an encryption key to be used by the client. Origami 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.