AMENDMENT #2 TO THE SOFTWARE SUBSCRIPTION AGREEMENT

This Amendment #2 to the Software Subscription Agreement (this "**Amendment #2**") is entered into as of December 8, 2022 (the "**Second Amendment Effective Date**") by and between The Texas A&M University System, an agency of the State of Texas ("**Client**") and Origami Risk LLC ("**Origami**").

WHEREAS, Client and Origami are parties to the Software Subscription Agreement dated as of June 19, 2018, as amended (the "Agreement");

WHEREAS, Client and Origami desire to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the promises and other consideration, the receipt and sufficiency of which is hereby acknowledged by each of Client and Origami, the parties hereby agree as follows:

1. Section 2(e) of the Agreement is amended by deleting the last sentence in its entirety.

2. Section 2(h) of the Agreement is amended by deleting the first sentence and replacing it with the following:

   "Pursuant to Section 2054.138, Texas Government Code, Origami shall implement, maintain, and use appropriate administrative, technical, and physical security measures as set forth in Origami's Service Organizational Control (SOC) 2 audit report and Origami's TX-RAMP certification, or provisional certification, as applicable (the "Security Controls") designed to safeguard and preserve the confidentiality, integrity, and availability of Client Data."

3. Section 3(a) of the Agreement is amended by deleting the second sentence in its entirety.

4. Section 5(a) of the Agreement is amended by deleting "This Agreement (including all Statements of Work and pricing hereunder) and" in the last sentence.

5. Section 6(a) of the Agreement is deleted in its entirety and replaced with the following:

   "This Agreement shall commence on the Effective Date and remain in effect for eight years, unless terminated sooner in accordance with this Section."

6. Section 13 of the Agreement is amended to add the following:

   (u) Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, Origami certifies that the individual or business entity named in this Agreement is not ineligible pursuant to such Section 2155.0061 to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

   (v) Compensation for Preparing Bids. Client cannot award a contract if such contract includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. Under Section 2155.004, Texas Government Code, Origami certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

   (w) Disaster Related Contracts. Client cannot award a contract if such contract involves financial participation by a person who, during the previous five years, has been convicted

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of violating federal law or assessed a penalty in a federal, civil, or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina or any other disaster occurring after September 24, 2005. Under Section 2155.006, Texas Government Code, Origami certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

(x) Records Retention. Origami will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to this Agreement for the duration of this Agreement and for two years after the conclusion of this Agreement.

(y) Firearm Entities and Trade Associations Discrimination. To the extent applicable, Origami verifies that: (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, Origami shall promptly notify Client.

(z) Energy Company Boycotts. To the extent applicable, Origami represents and warrants that: (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, Origami shall promptly notify Client.

(aa) Cloud Computing Services. As of the Second Amendment Effective Date, Origami certifies that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("**TX-RAMP**"). Pursuant to Section 2054.0593, Texas Government Code, Origami shall maintain TX-RAMP compliance and certification, as may be amended from time to time, throughout the term, including any renewal term of this Agreement. Origami shall provide Client with evidence of its TX-RAMP compliance and certification promptly within Client's request no more than once in any twelve-month period (except in the event of a data breach).

(bb) Origami and the Client agree to comply, to the extent applicable to each of its respective obligations pursuant to this Agreement, with all data privacy and information-security related laws, rules, and regulations in the United States, Canada, United Kingdom, and the European Union (collectively, "Data Privacy Laws"). The parties agree to enter into good faith negotiations to enter into any further agreements as may be necessary to facilitate compliance with Data Privacy Laws. Origami shall, promptly within discovery (but in no event later than five (5) business days), report to Client any use or disclosure of Client Data not authorized by this Agreement or in writing by Client. To the extent such information is available to Origami, Origami's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the Client Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what Origami has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Origami has taken or will take to prevent future

similar unauthorized use or disclosure. Within thirty (30) days of the expiration or termination of this Agreement, Origami, as directed by Client, shall return all Client Data to Client in its possession (or in the possession of any of its subcontractors or agents) in a delimited text format or delete all such Client Data if return is not feasible and if requested, Origami shall provide confirmation to Client that such Client Data was deleted. If Client Data is neither requested to be returned or deleted within thirty (30) days of the expiration or termination of this Agreement, Client Data will be auto-aged from Origami's systems.

(cc) Products and Materials Produced in Texas. Origami agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, Origami will purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced outside of Texas.

(dd)   HUB Subcontracting. It is the policy of the state of Texas and Client to encourage the use of Historically Underutilized Businesses ("**HUB**") in contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in Client contracting and purchasing. Origami has indicated it will not subcontract any of its duties or obligations under this Agreement. If Origami will subcontract any of its duties and obligations under this Agreement, Origami will be required to provide prior written notice to Client and make a good faith effort to submit a HUB subcontracting plan as required under Section 20.285 of the Texas Administrative Code.

(ee) Independent Contractor. Notwithstanding any provision of this Agreement to the contrary, the parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Origami's service to Client. Except as specifically required under the terms of this Agreement, Origami (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of Client. As an independent contractor, Origami is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort arising from its income and its employment of representatives, agents, employees and subcontractors, including but not limited to workers' compensation insurance. Origami and its employees shall observe and abide by all applicable Client policies, regulations, rules and procedures to the extent applicable to such personnel entering Client's premises.

(ff) Loss of Funding. Performance by Client under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "**Legislature**"). If the Legislature fails to appropriate or allot the necessary funds, Client will issue written notice to Origami as soon as it is able to and Client may terminate this Agreement without further duty or obligation hereunder, provided that the termination is effective as of the last day of the then current contract year.   Origami acknowledges that appropriation of funds is beyond the control of Client. In the event of a termination or cancellation under this Section, Client will not be liable to Origami for any damages that are caused or associated with such termination or cancellation.

(gg) State Auditor's Office Right to Audit. Origami understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "**Auditor**"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Origami agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Origami will include this provision in all contracts with permitted subcontractors engaged pursuant to this Agreement.

(hh) Not Eligible for Rehire. Origami is responsible for ensuring that its employees involved in any work being performed for Client under this Agreement have not been designated as "Not Eligible for Rehire" as defined in Client's policy 32.02, *Discipline and Dismissal of Employees*, Section 4 ("**NEFR Employee**"). In the event Client becomes aware that Origami has a NEFR Employee involved in any work being performed under this Agreement, Client will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by Client.

(ii) Venue. Pursuant to Section 85.18(b), Texas Education Code, venue for a suit filed against Client is in the county in which the primary office of the chief executive officer of Client is located. At the execution of this Agreement, such county is Brazos County, Texas.

(jj) Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of Client to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Client's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "**Limitations**"). Terms and conditions related to the Limitations will not be binding on Client except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by Client nor any other conduct, action, or inaction of any representative of Client relating to this Agreement constitutes or is intended to constitute a waiver of Client's or the state's sovereign immunity.

7. Except as set forth in this Amendment #2, all terms and conditions in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of the Second Amendment Effective Date.
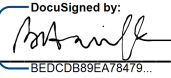
ORIGAMI RISK LLC

By:_____

Name:___Earnest Bentley_____
      (Printed Name)

Title:___President, Risk Solutions_____

Date:___12/8/2022_____

THE TEXAS A&M UNIVERSITY SYSTEM

By:_____

Name:___Billy Hamilton_____
      (Printed Name)

Title:_Deputy Chancellor_____

Date:_12/8/2022 | 2:49:57 CST_____

STATEMENT OF WORK #20230619

This Statement of Work ("SOW") describes services to be performed by Origami Risk LLC ("Origami") for Texas A&M University System ("Client"). This SOW is subject to all the terms and conditions of the Software Subscription Agreement between Client and Origami dated June 19, 2018 (the "Agreement").

PURPOSE AND TERM

The purpose of this SOW is to renew Client's subscription to Origami's base functionality licenses as set forth below (the "Service") as set forth in this SOW. The term of this SOW shall begin on June 19, 2023 and shall continue for a duration of three years. Origami and Client agree that the term of the Agreement shall be extended through the duration of the term of this SOW.

LICENSES

Base Functionality		
Functionality	**Selected**	**Description**
RMIS	**Yes**	Includes functionality related to risk management, including incidents, claims, insurance policy management, locations, safety, and risk management portal.
Claims Adjudication	**Yes**	Includes additional functionality related to claims adjudication.
Policy Underwriting and Issuance	**No**	Includes additional functionality related to policy underwriting and issuance.
Governance, Risk & Compliance (GRC)	**Yes**	Includes ERM functionality and Surveys
* Origami may also offer other base functionality not included under this SOW.		
User Licenses		
License	**Quantity**	**Description**
Full User	**7**	These licenses have access to all the capabilities and features of the Service under the base functionality selected above, except those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits. These licenses have access to Extended Functionality features to the extent selected below.
Light User	**159**	These licenses have access to the dashboard, reports pre-configured for them, and read-only access to other areas of the Service under the selected base functionality. Light Users do not have access to Administration features or Extended Functionality features.
Claims Adjusting User	**6**	These licenses have access to all the features and capabilities of the Service under the base functionality selected above, including those features utilized for adjusting claims such as check writing, setting reserves and calculating indemnity benefits. These licenses have access to Extended Functionality features to the extent selected below.

Non-Named-User Access Licenses			
License	**Selected**	**Quantity**	**Description**
Enterprise Wide Record Entry	Yes	Up to **2,500 records** added per year	These licenses are not named licenses and have access only to enter records either by (1) an anonymous collection portal, by clicking an anonymous collection link generated via Origami's administration features ("Portal Data Entry") or (2) granting access to a URL sent from the Service as a Data Entry Event email notification, giving time limited access to a single record ("Grant Access").
Enterprise Values Collection	Yes	**25 Users**	These licenses allow representatives in the field to enter data through the Service's online platform pertaining to information necessary for renewal submissions, such as TIV, Square Footage, COPE information, or other such asset and exposure data.

Extended Functionality Licenses			
License	**Selected**	**Quantity**	**Description**
API Access	No	**N/A**	This license provides access to Origami's web service REST APIs using calls. API calls may be made concurrently, subject to reasonable limitation when needed to preserve system performance. Requires a minimum of five (5) Full Users and/or Claims Adjusting Users.
Secure Email	No	Up to **0 Secure Emails** sent per month	This license provides secure email functionality, which provides password protected hosting for email communications from and to the Service.

OCR Scanning	No	**Not Included**	This license provides optical character recognition (OCR) functionality for mapping specified data from scanned documents to data fields within the Service.
Certificate of Insurance Tracking	No	**0 Insureds**	This license provides certificate of insurance tracking for third party insureds, such as tenants, vendors, contractors or customers.
SMS Messaging	No	**0 SMS Messages**	This license provides the ability to send SMS messages as workflow actions within the Service's administration features.
Two Factor Authentication	No	**0 2FA Messages**	This license provides the ability to send SMS and/or email messages to users to validate their identity before logging in from a new device and/or once every 30 days from the same device.
Mobile Forms App	No	**Not Included**	Origami's Mobile Forms App may be used by any named user for no additional license fee, but service hours are required for configuration.
Mobile Claimant App	No	**Not Included**	Origami's Mobile Claimant App may be used by any named user for no additional license fee, but service hours are required for configuration. Requires a minimum of three (3) Claims Adjusting Users.
Workers' Compensation Solutions	Yes	Jurisdictions: **Texas** Up to 1,000 transactions per year (with additional transactions at pricing set forth in the Additional Pricing section below)	This license includes the following Origami Compliance solutions (this functionality is only available to Claims Adjusting Users): • Automated EDI FROI/SROI State Reporting via Mitchell • Indemnity Benefits Rates • Workers' Compensation State Forms This license gives access to Origami Risk's interface with Mitchell for the purpose of state workers' compensation reporting. Pursuant to this license, Origami will provide its First Reports of Injury ("FROI")/Subsequent Reports of Injury ("SROI") Automation Module within the Origami Risk application to facilitate tracking and reporting of FROI and SROI related data, configured on a per-state basis; and will allow Client to maintain and process claim and transactional data for submission to states via Electronic Data Interchange ("EDI"). Origami's interface with Mitchell allows for the creation, validation and submission of First Report of Injury submissions. Origami's interface will receive a file back noting any exceptions, driving adjuster notifications and workflow. EDI FROI/SROI Reporting via Mitchell is a subscription service. The subscription includes access to all the capabilities and features of this feature in Origami Risk. Client understands that Mitchell will provide such services pursuant to an agreement between Origami and Mitchell. Origami makes no representations or warranties with respect to Mitchell's services and in no event shall Origami be responsible or liable for any acts or omissions of Mitchell. If the agreement between Origami and Mitchell is terminated during the term of this SOW, Origami shall provide prompt written notice to Client, and the Mitchell services under this SOW shall be terminated as of such date. Origami's Automated EDI FROI/SROI solution requires the client to utilize Origami's standard EDI FROI/SROI functionality and layouts, including EDI related claim fields, codes, financial buckets, and financial categories. Origami will only support this feature in an ongoing phase if no modifications to these areas have been made.
ODG Integration User	Yes	**3 Users**	This license provides integration with ODG's Return to Work guidelines. Only Claims Adjusting Users and Full Users may utilize this feature. This feature queries ODG's RTW and treatment guidelines based on WC claim diagnosis codes. Client understands and agrees that Origami makes no representations or warranties with respect to the data provided by ODG. In no event shall Origami be liable for any damages in connection with data provided by ODG or for any acts or omissions of ODG. If the relationship between Origami and ODG is terminated during the term of this SOW, Origami shall provide prompt written notice to Client and the ODG services under this SOW shall be terminated as of such date (and Origami will provide a refund to Client of any prepaid and unused fees for the ODG services).
Tableau	No	**0 Users**	This license allows Origami users to access Tableau within the Origami environment, providing enhanced data visualization.
eSignature Integration	No	**0 Envelopes**	This license provides the ability to tag mail merge documents with electronic signature fields, authenticating through a third-party eSignature tool.

License Notes:

1. Origami adds generally available features from time to time that may require configuration prior to use. If Client requests Origami's assistance in this configuration, Professional Services hours may be applied for any such configuration.

2. In addition to the generally available features, Origami may occasionally deploy new functionality that will require an Extended Functionality License similar to those listed in the Extended Functionality License section above. These features may require additional fees based on record volume, number of additional users accessing the new features, or some other incremental cost driver. Client may agree to add such an Extended Functionality License in a separate Statement of Work.

HOSTING

Origami will provide data hosting for up to 50,000 claims and incidents. In addition, Origami will provide 50GB of searchable file attachment hosting. Origami will also provide 100GB of non-searchable file attachment storage. Additional hosting is available at any time during the term of this SOW as set forth in the Pricing section below.

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

ONGOING SUPPORT

After the Implementation is completed or Client is using the Service in production for greater than 30 days, this section of the SOW describes Origami services through the remainder of the term of this SOW.

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

Origami will:
-Maintain import routines and schedules required to accommodate imports from third party systems listed below:
- o**Medical Bill Review Interface – WellComp**
- o**Employee Import – Workday HR**
- o**Accounts Payable Integration – FAMIS**
- o**CMS Section 111 Reporting**

-Maintain export routines and schedules required to accommodate exports to third party systems listed below:
- o**Medical Bill Review Interface – WellComp**
- o**Accounts Payable Integration – FAMIS**
- o**CMS Section 111 Reporting**

Client will:
- Ensure the ongoing performance of import and export responsibilities of each 3rd party system.

Professional Services

This SOW includes up to 125 hours in the first year, up to 125 hours in the second year, and up to 125 hours in the third year. Professional Services include any work performed by Origami professionals on behalf of Client. Examples include:
- Helpdesk support for users
- Additional user training
- General assistance utilizing the Service
- Configuration of features for Client's use
- Maintenance of screens and system configurations as workflows evolve
- Configuration of customized reports
- Maintenance or modification of any import or export scripts
- Attendance in meetings
- Project management tasks and administration

PRICING AND INVOICE SCHEDULE

The price for the licenses and services listed above in this SOW is $202,525.00 for year one, $202,525.00 for year two, and $202,525.00 for year three of this SOW. Exhibit A provides a detailed breakdown of the components of the price. Such payments will be due as follows:

06/19/2023 - ***$202,525.00***

06/19/2024 - ***$202,525.00***

06/19/2025 - ***$202,525.00***

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

All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

ADDITIONAL PRICING:

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

- **Current annual fee for storage for up to 50,000 Claims / Incidents = $25,000**
- Annual fee for storage of 50,001-100,000 Claims / Incidents = $35,000
- Annual fee for storage of 100,001-200,000 Claims / Incidents = $45,000

- **Current annual fee for storage includes 50GB of File Attachment storage**
- Additional File Attachment storage is $2,000 per 50GB per year

2. Mitchell EDI Pricing
This SOW contemplates the usage by Client of EDI (FROI/SROI) services through Origami Risk.
This SOW includes pricing for 1,000 FROI transactions per year. Should Client exceed 1,000 transactions in a given year, additional fees will be incurred at $1.50 per transaction (to be billed by Origami to Client in arrears).
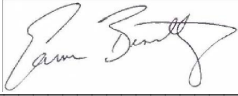
3. Additional Professional Service hours will be invoiced as incurred at Origami's unbundled rate. Bundled hours (minimum of 10) may be added prior to the start of each contract year at Origami's bundled rate.

4. Additional users, additional licenses or additional use beyond that which is listed above in the Licenses section of this SOW shall require additional fees. Origami shall invoice Client, and Client shall pay for any additional licenses, hosting, service hours or other usage in excess of what is specified in this SOW.

STATEMENT OF WORK APPROVAL

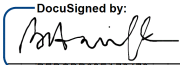The undersigned agree to this Statement of Work.

ORIGAMI RISK LLC

By: _____

Name: ___Earnest Bentley_____
(Print Name)

Title: ___President, Risk Solutions___

Date: ___7/27/22_____

Texas A&M University System

By: _____
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Name: ___Billy Hamilton_____
(Print Name)

Title: ___Deputy Chancellor_____

Date: ___12/8/2022 | 2:49:57 CST_____

EXHIBIT A
PRICING DETAIL

Opportunity Name →	2023 Renewal Texas A&M University System		
Quote Year →	Year 6	Year 7	Year 8
Product: Product Family ↑	Sum of Net Total	Sum of Net Total	Sum of Net Total
LICENSE	USD 179,140.00	USD 179,140.00	USD 179,140.00
HOSTING	USD 26,000.00	USD 26,000.00	USD 26,000.00
DATA PROCESSING	USD 25,000.00	USD 25,000.00	USD 25,000.00
ONGOING SUPPORT	USD 28,125.00	USD 28,125.00	USD 28,125.00
DISCOUNTS	USD -55,740.00	USD -55,740.00	USD -55,740.00
Total	USD 202,525.00	USD 202,525.00	USD 202,525.00

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