

**TERM CONTRACT FOR RISK MANAGEMENT
INFORMATION SYSTEM
(RFP-604828-24/MHH)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **ORIGAMI RISK LLC**, duly authorized to conduct business in the State of Florida, whose address is 222 N LaSalle Street, Suite 2100, Chicago, Illinois 60601, in this Agreement referred to as “CONTRACTOR” or “Origami”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY” or “Client”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide a Risk Management Information System for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 0. Definitions.

(a) “**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.

(b) **“Client Party”** or **“COUNTY Party”** means Client and each of its affiliates and Users.

(c) **“Client Support”** means support services provided by Origami to Client as set forth in any Order Form or Statement of Work.

(d) **“Configurations”** means specifically modified reports, dashboard panels, or other configurations, features or modules of the Service customized for Client.

(e) **“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.

(f) **“Order Form”** means any order form setting forth subscriptions, hosting, data processing or other Service-related items ordered by Client that is entered into and mutually approved in writing by the parties pursuant to this Agreement from time to time. The initial Order Form is attached hereto as Exhibit A-1.

(g) **“Professional Services”** means professional services provided by Origami to Client as set forth in any Statement of Work.

(h) **“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.

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

(j) **“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.

(k) **“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.

Section 1. Materials and/or Services.

(a) COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Statement of Work attached as Exhibit A and Order Form attached as Exhibit A-1 and made a part of this Agreement. The parties are also bound by all requirements as contained in all addenda to this Agreement. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work. For clarity, the parties agree Purchase Orders shall not add or modify any terms contained in this Agreement, attachments hereto, Order Forms, or Statements of Work.

(b) **Service.** Subject to the terms and conditions of this Agreement, during the term of this Agreement, CONTRACTOR hereby grants COUNTY 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. COUNTY’s Users may use the Service solely for internal business of COUNTY, its affiliates, and Users. Users shall use the Service in accordance with this Agreement and each applicable Order

Form, Statement of Work, and Documentation.

(c) **Service Level Agreement.** CONTRACTOR's Service Level Agreement with respect to the Service is set forth as Exhibit I (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.

(d) **Restrictions.** Nothing in this Agreement shall be construed as a grant to COUNTY of any right to, and COUNTY 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 (except in accordance with the provisions within this Agreement);
- (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 CONTRACTOR servers or the networks connected to any CONTRACTOR server (and if any access or use of the Service does damage, disable, overburden, compromise or impair any CONTRACTOR servers or the networks connected to any CONTRACTOR server, then COUNTY shall promptly discontinue such access or use upon written notice of such by CONTRACTOR);
- (vi) take any action that would reasonably be expected to interfere with any third party's use and enjoyment of the Service (and if

any COUNTY action does interfere with any third party's use and enjoyment of the Service, then COUNTY shall promptly discontinue such action upon written notice of such by CONTRACTOR); (vii) attempt to gain unauthorized access to the Service, accounts, computer systems, or networks connected to any CONTRACTOR server; (viii) use any robot, spider or other automatic device or manual process to monitor or copy portions of the Service or to artificially simulate user activity; (ix) use the Service in a manner intended to abuse or violate the privacy or property rights of others; (x) perform any vulnerability scanning or penetration testing on the Service or CONTRACTOR's systems or networks without CONTRACTOR'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.

(e) **Users.** COUNTY 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 COUNTY's responsibility to designate the applicable access to be granted to each User. COUNTY shall cause all Users to comply with all obligations of COUNTY hereunder, to the extent applicable to Users. Except for COUNTY'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. COUNTY shall be responsible for the acts and omissions of its Users as if they were undertaken by COUNTY itself. Further, COUNTY shall be responsible for ensuring that its

Users utilize appropriate security practices and are given appropriate permissions for their usage of the Service.

(f) **Third Party Access.** COUNTY shall also have the right for COUNTY 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 CONTRACTOR'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 CONTRACTOR upon request. COUNTY 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. COUNTY shall be fully responsible for (i) ensuring the compliance of each COUNTY Party with the terms and conditions of this Agreement, and each applicable Order Form, Statement of Work, and Documentation, and the applicable Third Party Terms, and (ii) all violations of the terms or conditions of this Agreement, each applicable Statement of Work, Order Form, Documentation, and the applicable Third Party Terms by each COUNTY Party.

(g) **Client Support and Professional Services.** During the term of this Agreement, CONTRACTOR will provide Client Support and Professional Services to the extent set forth in an Order Form or Statement of Work. COUNTY 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, CONTRACTOR's then-current policies and prices. Notwithstanding the foregoing, CONTRACTOR will not be obligated to provide any support required as a result of, or with respect to, (i) COUNTY's operating systems, networks, hardware, or other related equipment of COUNTY, or (ii) COUNTY'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.

(h) **COUNTY Obligations.** COUNTY shall: (i) provide CONTRACTOR with reasonable access to COUNTY's premises to the extent necessary to enable CONTRACTOR to perform its obligations hereunder; (ii) provide adequate resources to participate in or facilitate the performance of the Service; (iii) timely participate in meetings relating to the Service; (iv) assign personnel with relevant training and experience to work in consultation with CONTRACTOR; (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 COUNTY in connection with the Service and prevent unauthorized access to or use of the Service and promptly notify CONTRACTOR if it becomes aware of any such unauthorized access or that the security of its usernames or passwords has been compromised; (vii) be responsible for COUNTY 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 COUNTY requires in order for CONTRACTOR to perform its obligations hereunder (and CONTRACTOR shall not be required to enter into agreements with any such third parties), and (xi) take such other actions as

are required of COUNTY pursuant to this Agreement, including any Order Form or Statement of Work.

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

(j) **Non-CONTRACTOR Events.** COUNTY acknowledges and agrees that CONTRACTOR shall not be responsible or liable for any delay or failure in its performance of any duties or obligations pursuant to this Agreement, including any Order Form or Statement of Work, to the extent such delays or failures result or arise from any (1) act or omission of any COUNTY 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 COUNTY Party's equipment or software (other than the Service); or (3) Force Majeure Event.

(k) **Mobile Service.** The Service may include certain services that are available via an application downloaded and installed on a mobile device. To the extent COUNTY chooses to use such application, COUNTY 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 COUNTY's responsibility. If COUNTY or any User elects to store data on a mobile device, CONTRACTOR shall not be responsible for any loss of Client Data or any other data on such device.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. By written agreement of the parties, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of Order Forms or Statements of Work with corresponding written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the applicable dates for materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for

COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so, provided COUNTY continues to perform its obligations under this Agreement and any Statement of Work, Order Form, or corresponding Purchase Order.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in applicable Order Forms or Statements of Work as may be executed under this Agreement.

Section 5. Compensation. Intentionally omitted.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by, and COUNTY shall pay to CONTRACTOR the fees set for in, an Order Form or Statement of work and corresponding Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated amount stated within each Order Form or Statement of work and corresponding Purchase Order.

(b) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:
Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:

Seminole County Risk Management
1101 E. 1st Street
Sanford, FL 32771

(c) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes. Unless exempt from paying taxes (in which case COUNTY shall provide CONTRACTOR evidence of such exemption), and in accordance with the below provisions, COUNTY 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 CONTRACTOR's income.

- i. CONTRACTOR shall provide COUNTY with a written notice prior to COUNTY incurring any liability for any taxes, charges, tariffs, and duties and any interest/penalties pursuant to the above provision (c). This express notice must be received by the COUNTY at least sixty (60) calendar days prior to COUNTY becoming liable for any such obligations.
- ii. Once the above referenced liabilities are properly noticed to COUNTY, in accordance with the above provision, all such taxes, charges, tariffs, etc. shall be invoiced/charged to the COUNTY at the time of the next Purchase Order between the parties. COUNTY shall not receive any invoice from CONTRACTOR for the liabilities listed above unless the parties are concurrently entering into a Purchase Order pertaining to the services/obligations set forth in this Agreement. If the liabilities happen to occur midway through the term of the final Purchase Order, and there isn't

any subsequent Purchase Order to accompany with an invoice for such taxes, charges, tariffs, etc., the CONTRACTOR shall provide a final invoice to COUNTY upon the conclusion of the Agreement.

(d) Without limiting CONTRACTOR's other rights and remedies, if COUNTY does not pay a correct overdue invoice in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, after receiving notice from Origami of nonpayment (unless COUNTY has notified CONTRACTOR of a good faith dispute prior to such time), then CONTRACTOR may suspend COUNTY's access to the Service and any other services until CONTRACTOR receives such payment, and fees shall continue to accrue during any such period; provided that this shall not be deemed to limit COUNTY's right to the return of its Client Data pursuant to Section 28(b) of this Agreement.

Section 7. General Terms of Payment and Billing.

(a) Intentionally omitted.

(b) COUNTY may request for itself or on behalf of its auditor a copy of the financial records of CONTRACTOR at any time during the term of this Agreement and after final payment (subject to CONTRACTOR's reasonable confidentiality terms), that are necessary to verify the accuracy of CONTRACTOR's invoices.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make copies of such materials available to COUNTY pursuant to Section 7(b) during the term of this Agreement and for five (5) years from the date of final payment under the contract.

(d) In the event any inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. Subject to the terms this Agreement, CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) 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 COUNTY terminates the Agreement for CONTRACTOR's breach in accordance with this paragraph, CONTRACTOR shall refund to COUNTY, within 45 days of the effective date of such termination, any prepaid but unearned fees paid to CONTRACTOR in advance by COUNTY. If Origami terminates the Agreement for COUNTY's breach in accordance with this paragraph, all remaining unpaid fees shall become due and payable.

(b) COUNTY may terminate this Agreement immediately upon notice to the CONTRACTOR if CONTRACTOR (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.

(c) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement, for COUNTY's convenience, effective any time after the following events have both occurred: (i) completion of Year 1 and (ii) after all Year 1 Order Form fees and all Statement of Work fees have been paid in full.

(d) The COUNTY's performance and obligations to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriations and, if COUNTY does not receive sufficient appropriations, COUNTY may terminate the Agreement by written notice to CONTRACTOR.

(e) Upon the termination of this Agreement: (i) CONTRACTOR shall cease providing the Service to COUNTY, and COUNTY and its Users shall cease use of the Service; and (ii) CONTRACTOR shall invoice COUNTY for all accrued fees and all reimbursable expenses. COUNTY shall pay the invoiced amounts, including from previously issued invoices, within 30 days of the date of such invoice.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Order Form or Statement of Work or corresponding Purchase Order issued

pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise. Additionally, Purchase Orders may not add or modify the terms of this Agreement or any Order Form or Statement of Work.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement; provided, however, that no written consent shall be required to assign or transfer this Agreement to any parent or wholly owned subsidiary of CONTRACTOR, and further provided that CONTRACTOR may assign or transfer this Agreement without COUNTY'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.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY, Limitation of Liability, Warranties, and Disclaimers

(a) Indemnification. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents (each a "COUNTY Indemnitee") from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to any third party claim or action against a COUNTY Indemnitee for: (i) CONTRACTOR'S gross negligence, willful misconduct, or fraud; (ii) bodily injury, or damage to real or tangible property as a result of CONTRACTOR'S negligence; or (iii) 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, CONTRACTOR shall, at its own expense and as COUNTY's sole remedy therefor (other than the indemnification obligation set forth above), either: (A) procure for COUNTY the right to continue to use the Service; or (B) modify the Service to make it non-infringing, provided that such modification does not materially adversely affect COUNTY's authorized use of the Service; or (C) replace the Service with a functionally equivalent non-infringing program at no additional charge to COUNTY; or (D) if none of the foregoing alternatives is reasonably available to CONTRACTOR, terminate this Agreement and refund to COUNTY any prepaid but unearned fees paid to CONTRACOTR in advance by COUNTY prior to the effective date of the termination.

- a. **Exclusions.** CONTRACTOR's indemnification obligations under Section 16(a)(iii) 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 CONTRACTOR or on behalf of CONTRACTOR; (ii) use of any Service in combination with a product not supplied by CONTRACTOR; or (iii) use of any Service other than in accordance with this Agreement and the Documentation.

- b. **Conduct.** CONTRACTOR shall have the sole right to conduct the defense of any such indemnification claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim. COUNTY agrees to cooperate and ensure that each COUNTY Indemnatee cooperates with CONTRACTOR in doing so. COUNTY agrees to give CONTRACTOR 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 COUNTY Indemnatee may receive relating thereto.

(b) Disclaimer of Damages. IN NO EVENT WILL CONTRACTOR 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. FOR THE AVOIDANCE OF DOUBT, THE ABOVE DOES NOT DISCLAIM ORIGAMI'S LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT.

(c) **Limitation of Liability.**

- a. EXCEPT AS OTHERWISE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES SHALL CONTRACTOR'S AGGREGATE MAXIMUM LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE PAYMENTS ACTUALLY MADE TO CONTRACTOR HEREUNDER DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST CONTRACTOR.
- b. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL CONTRACTORS'S LIABILITY DUE TO BREACH OF ITS CONFIDENTIALITY OR DATA SECURITY OBLIGATIONS EXCEED THREE TIMES THE PAYMENTS ACTUALLY MADE TO CONTRACTOR HEREUNDER DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST CONTRACTOR.

(d) Limited Service Warranty. CONTRACTOR 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 CONTRACTOR from time to time. COUNTY's sole remedy for any breach by CONTRACTOR of the warranty provided in this Section shall be replacement of the nonconforming Service, at CONTRACTOR's sole expense, as described herein. CONTRACTOR shall deliver to COUNTY

replacement Service, a work-around and/or an error/bug fix as may be necessary to correct the nonconformity. In the event that COUNTY gives CONTRACTOR notice of an apparent nonconformity that CONTRACTOR reasonably determines is not due to any fault or failure of the Service to conform to the warranty provided herein, all time spent by CONTRACTOR 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 COUNTY at CONTRACTOR's then current hourly rate for such services.

(e) Limited Professional Services Warranty. CONTRACTOR 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 CONTRACTOR in performing similar services for other clients. COUNTY's sole remedy for breach of this warranty shall be re-performance of the nonconforming Professional Services, provided that CONTRACTOR must have received written notice of the nonconformity from COUNTY no later than 30 days after the original performance of the applicable Professional Services by CONTRACTOR.

(f) Disclaimers.

- a. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, CONTRACTOR 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 COUNTY AND ITS USERS, INCLUDING QUALITY, PERFORMANCE, MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND CONTRACTOR HEREBY DISCLAIMS THE SAME. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, CONTRACTOR 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 COUNTY'S REQUIREMENTS OR EXPECTATIONS; OR (c) ALL ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED.

- b. COUNTY ACKNOWLEDGES AND AGREES THAT THE SERVICE IS A TOOL TO BE USED BY COUNTY 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. CONTRACTOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS OUTSIDE OF ITS REASONABLE CONTROL. NO CONTRACTOR AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT.
- c. CONTRACTOR shall not be responsible for: (A) any non-conformities of the Service with Documentation, omissions, delays, inaccuracies or any other failure caused by a COUNTY Party's computer systems, hardware or software (other

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

Section 17. Insurance.

(a) CONTRACTOR at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement. CONTRACTOR shall promptly provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy that would result in CONTRACTOR being unable to meet its insurance obligations under the Agreement.

(1) CONTRACTOR shall require and ensure that each of its subcontractors providing services specific to the COUNTY under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished due to its failure to comply with the requirements of this Agreement, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall promptly remedy any deficiencies in the policies of insurance.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida Seminole
County Services Building
1101 East 1st Street
Sanford, Florida 32771

CONTRACTOR will provide notice upon any cancellation or modification of a policy that would result in CONTRACTOR being unable to meet its insurance obligations under the Agreement.

Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after written request (no more often than once in any 12 month period per line of insurance.).

(2) Intentionally omitted.

(3) Deductible and self-insured retention amounts must be declared to COUNTY and listed on the certificate of insurance. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under Commercial General Liability. Such policy shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The Commercial General Liability insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self- insurance maintained by the Seminole County Board of County

Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR for such policy.

(8) Waiver of Subrogation: The Commercial General Liability policy must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance

coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall promptly notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, promptly replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida

Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall instead maintain coverage for hired and non-owned auto

liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5) Cyber Liability Insurance and Technology Errors and Omissions Insurance.

(A) CONTRACTOR's Cyber Liability and Technology Errors and Omissions Insurance must cover its employees, subcontractors and agents for expenses, claims, and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

(B) If the Cyber Liability and Technology Errors policies are written on a claims-made basis, the retroactive date must be prior to the commencement of this agreement. If the Cyber Liability and Technology Errors policies are written on a

claims-made basis and are cancelled or non-renewed at any time during and up until the project completion, CONTRACTOR shall purchase an Extended Reporting Period for at least a two-year period.

(C) CONTRACTOR will maintain Cyber Liability insurance providing coverage for:

(i) Liability for network security failures, privacy breaches and system failures, including but not limited to loss or unauthorized access, use or disclosure of Insert COUNTY Data, whether by CONTRACTOR or any subcontractor or cloud service provider used by CONTRACTOR.

(ii) Breach Response Costs associated with a network security failure, privacy breach or system failure, including but not limited to: costs to notify affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring and identity fraud resolution services.

(iii) Expenses related to a regulatory proceeding including but not limited to regulatory investigatory costs, fines, fees and penalties.

(iv) Intentionally omitted.

(v) Cyber extortion payments, investigatory and response costs (i.e., Ransomware Coverage).

(vi) Business Income Loss and Extra Expenses resulting from a network security or system failure of your computer network and/or a third parties' computer network.

(vii) Costs of restoring or replacing data.

(viii) Multimedia liability.

(D) If this contract involves the provision of Cyber Technology Services and/or Products, in addition to the above required coverages, CONTRACTOR must maintain Technology Products & Services Liability insurance providing coverage for:

(i) Liability related to the rendering of or failure to render technology product and services.

(E) Certificates of Insurance and Additional Insured Endorsements must reflect applicable limits, sub-limits, self-insured retentions, and deductibles.

(F) CONTRACTOR will be responsible for any and all deductibles, self-insured retentions, or waiting period requirements

(G) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section

22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings

applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all validly requested public records in CONTRACTOR's possession within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with copies of public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public

records required by COUNTY, under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services that are applicable to CONTRACTOR in its provision of the Service without regards to COUNTY's particular use, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR where such material breach is incapable of cure.

Section 28. Intellectual Property Rights.

(a) **CONTRACTOR Intellectual Property Rights.** As between CONTRACTOR and COUNTY, CONTRACTOR 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 CONTRACTOR or its licensors, COUNTY hereby agrees to promptly assign such Intellectual Property Rights to CONTRACTOR or its licensors, and to do all other acts reasonably necessary to perfect CONTRACTOR'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 CONTRACTOR or third parties, and no right or license is granted with respect to their use. The Service may contain intellectual property belonging to third parties. All such intellectual property is and shall remain the property of its respective owners. Except for the limited rights expressly granted herein, all right, title and interest in and to the Service and Work Product are reserved by CONTRACTOR, and, except as expressly granted herein, nothing contained in this Agreement shall be construed as conferring any right, title,

interest or license with respect to the Service or Work Product upon COUNTY, by implication, estoppel or otherwise. In addition, COUNTY agrees and acknowledges that CONTRACTOR shall have an unlimited right to incorporate into any updates, upgrades, or modifications to the Service all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by COUNTY or any User relating to the Service. Such Service, as updated, upgraded, or modified, shall be owned by CONTRACTOR as provided in this Section. COUNTY expressly acknowledges and agrees that the Work Product shall not constitute work made-for-hire under the United States Copyright Act, and that CONTRACTOR shall have the exclusive right to protect the Work Product by patent, copyright, or any other means. Work Product shall be made available to COUNTY as part of the Service to the extent set forth in an Order Form or Statement of Work, and COUNTY shall have no other right to use any Work Product.

(b) **Client Data.** Client Data shall be Confidential Information of COUNTY under this Agreement. As between CONTRACTOR and COUNTY, COUNTY 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. CONTRACTOR shall have no responsibility, whatsoever, for the accuracy, quality, legality, reliability, appropriateness, and intellectual property ownership of Client Data, and CONTRACTOR shall not review, monitor or check the Client Data except as necessary to provide the Service to COUNTY. CONTRACTOR shall not be responsible or liable for the deletion, destruction, damage or loss of any Client Data through no fault of CONTRACTOR or its providers without limiting CONTRACTOR's liability to maintain backup data as set forth in the Service Level Agreement. Upon COUNTY's written request within 30 days following the termination of this Agreement, CONTRACTOR will at its expense provide

electronic files to COUNTY in a reasonable industry standard format containing COUNTY's Client Data. Subject to CONTRACTOR's confidentiality obligations set forth in this Agreement, COUNTY agrees that CONTRACTOR shall have the right to collect and use data or information resulting from COUNTY's and its User'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 COUNTY or any particular individual.

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

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Risk Management
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Legal Department
Origami Risk LLC
222 N LaSalle Street, Suite 2100
Chicago, IL 60601

With a copy to:

legal@origamirisk.com

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing

certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit H. Such Affidavit shall be required when executing, renewing or extending

a contract.

Section 35. 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.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

ORIGAMI RISK LLC

, Secretary

(CORPORATE SEAL)

By: _____
EARNEST BENTLEY, President – Risk Solutions

Date: _____

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SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____
Robert Bradley,
Purchasing and Contracts Division Manager

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

For the use and reliance of
Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

05/28/2025

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Attachments:

Exhibit A - Statement of Work

Exhibit A1: Order Form

Exhibit B - Sample Purchase Order

Exhibit C - Pricing Proposal

Exhibit D - Insurance Requirements

Exhibit E - Affidavit of E-Verify Requirements Compliance

Exhibit F – Confidential Information and Data Processing Addendum

Exhibit G - Foreign County of Concern Attestation

Exhibit H - Affidavit of Non-Coercion for Labor and Services

Exhibit I - Service Level Agreement

EXHIBIT A

STATEMENT OF WORK

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

OVERVIEW

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

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 (“Go-Live”) when Client is able to utilize the Service for the purposes contemplated by the implementation tasks set forth below in this SOW, referred to by Origami as being Live in the system. 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. Any voluntary project interruptions or stoppages ordered by Client outside of the project plan or any failures by Client to meet the obligations in the preceding sentence may 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 after crediting Client for any remaining unused portion of the fixed price.

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. Based on conversations with the Client, Origami estimates that it will need to provide 895 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.

Implementation Scope

Origami will work with Client to perform the following implementation tasks:

RMIS+EHS Configuration

<u>System Configuration</u>	
Deliverable	Scope
Claim Form Configuration	Configure Origami’s fields, codes, and forms for Claims: <ul style="list-style-type: none">• Up to 4 Claims forms for coverages: WC, GL, Auto, Property

	Includes Origami's best practice screen designs and will allow for a single round of changes on the specification(s) developed.
Incident Form Configuration	<p>Configure Origami's fields, codes, and forms for Incidents:</p> <ul style="list-style-type: none"> Up to 5 Incident forms for incident types: WC, GL, Property Damage, Auto, Near Miss/Safety Observations <p>Includes Origami's best practice screen designs to be documented in specification and will allow for a single round of changes identified during unit testing.</p>
Location Hierarchy Configuration	<p>Configure Origami's fields, codes, and forms for a single Location form and an initial import of Location data into a single hierarchy.</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> Client will provide the data file in delimited or fixed width format using Origami's standard layout. Client will manually maintain location hierarchy via Origami UI. <p>Includes Origami's best practice screen designs and will allow for a single round of changes on the specification(s) developed.</p>
Insurance Policy Form Configuration	<p>Configure Origami's fields, codes, and forms for Insurance Policies:</p> <ul style="list-style-type: none"> A single Insurance Policy form <p>Includes Origami's best practice screen designs and will allow for a single round of changes on the specification(s) developed.</p>
Single Sign On (SSO)	<p>Origami will assist Client with configuration of SSO between Origami and Client Active Directory using a SAML 2.0 compliant method.</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> Configuration of User Provisioning is not in scope
System / Needs Analysis	Includes discovery and design discussions around overall system usage and deliverable-specific requirements.
User Security	Configure up to 3 user security roles.
Workflow Configuration	<p>Provide up to 50 hours of Origami workflow configuration.</p> <p>This bucket of hours will also be used to configure variances to the Origami standards, to configure additional workflow not explicitly noted elsewhere, and to configure additional features and functionality. In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into a separate amendment or statement of work to purchase such additional hours.</p>
Dashboard Configuration	<p>Client will have access to the Origami standard dashboards.</p> <p>Provide up to 60 hours of assistance to configure default dashboards using standard Origami dashboard widgets or custom widgets via Origami's standard Custom Widget Designer.</p> <p>In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into a separate amendment or statement of work to purchase such additional hours.</p>
Report Configuration	<p>Client will have access to Origami standard reports, as well as ad-hoc report tool and custom template builder.</p> <p>Provide up to 40 hours of assistance to configure standard Origami report templates and/or create custom template via Origami's standard Custom Template Designer.</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> Client will provide examples of existing reports they wish to have recreated in Origami. <p>In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into a separate amendment or statement of work to purchase such additional hours.</p>

Matter Management Configuration	<p>Configure Origami's Matter Management functionality to track Litigation Details associated with Claims</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> Does not include loading of historical data into Origami.
Fleet/Vehicles Configuration	<p>Configure Origami's fields, codes, and forms for Fleet/Vehicles including an initial load of Vehicle data</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> Vehicles will be added/updated via an automated integration described in the Integrations section <p>Includes Origami's best practice screen designs and will allow for a single round of changes on the specification(s) developed.</p>
Mobile Form Configuration	<p>Deploy the standard Origami Mobile App, which can be downloaded to supported iOS and Android devices.</p> <p>Configure Origami's fields, codes, and forms for Mobile Forms for:</p> <ul style="list-style-type: none"> Audits/Inspections, Incidents <p>Includes Origami's best practice screen designs and will allow for a single round of changes on the specification(s) developed.</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> Client will be responsible for assisting their users with downloading and installing the mobile application onto their mobile devices
Document Controls Configuration	Configure Origami's Document Controls module as a Document Repository for Legal Documents
Mail Merge / Forms / Letters	<p>Includes up to 2 Mail Merge documents mapped</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> The fields required on the mail merge forms exist within Origami.
Assets Configuration	<p>Configure Origami's fields, codes, and forms for Assets, including an initial load of Asset/Equipment data</p> <p>Includes Origami's best practice screen designs and will allow for a single round of changes on the specification(s) developed.</p>
Audit / Inspection / Observations Configuration – Safety Management	Deploy Origami's Standard Safety Management Audits/Inspections/Observations
CAPA / Task Management Configuration	Configure Origami's standard Corrective Action/Task functionality
OSHA Reporting Configuration	Configure Origami's OSHA 300, 300A report templates
Safety Meetings Configuration	<p>Configure Origami's standard Safety Meetings functionality of the following types:</p> <ul style="list-style-type: none"> Safety Briefings Safety Meetings
Trainings & Certifications Configuration	Configure Origami's standard Trainings/Certifications functionality

Root Cause Analysis (RCA) Configuration	Configure Origami's standard RCA functionality of the following types: <ul style="list-style-type: none"> • 5 Why • Fishbone
Portal Configuration	Configure external user access via Anonymous/Assignment Portal features: <ul style="list-style-type: none"> • Up to 2 Portals for the following modules: Incidents, Audits/Inspections
Values Tracking Configuration	Configure Origami standard Values Tracking for up to 6 Value Types, including an initial loading of Values data by location for the following value types: <ul style="list-style-type: none"> • Hours Worked • Employee Count • Additional Value Types <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> • Client will provide the data file in delimited or fixed width format using Origami's standard layout. • Client will manually maintain values data via Origami UI.

Integrations

Deliverable	Scope
Fleet Schedule Import	Deploy the Origami standard vehicle import process to perform bulk inserts and updates of Vehicle records. <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> • Main Star is the system of record / owner of vehicle data. • Client will provide the data file in delimited or fixed width format using Origami's standard layout.
Origami API Access - Implementation Support	Provide implementation support for using Origami's API to extract data as needed. <p><u>Includes:</u></p> <ul style="list-style-type: none"> • Access to standard Origami domains • Domains which require webhooks are not included and can be scoped at an additional fee. <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> • Integrations using the Origami API will be based on a REST protocol. • Origami will provide access to their standard API documentation and participate in a one hour kickoff meeting with the Client. • Origami will be available for support and assistance with data mapping, but there is no planned build for Origami to complete.
HR Employee Demographic Import	Deploy the Origami standard employee import process to perform bulk inserts and updates of Employees. <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> • Client's HR System is the system of record / owner of employee data. • Client will provide the data file in delimited or fixed width format using Origami's standard layout. • Client will provide change only data after the initial data load.

Loading Carrier / TPA Claims Data for Data Processing

Deliverable	Scope
Carrier / TPA Claims Data Conversion	Convert and load the initial system data from the sources named below: <ul style="list-style-type: none"> • Claims, Transactions, Notes data from Davies. <p><u>Includes:</u></p> <ul style="list-style-type: none"> • Includes 1 test conversion and 1 live conversion.

	<u>Assumptions:</u> <ul style="list-style-type: none"> • Origami will provide Client with text for data request letters suitable for requesting necessary data from each of the sources named below. • File formats will remain the same between test and live conversion.
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Deployment

Deliverable	Scope
Documentation	Includes creation of client documentation that aligns with the design, configuration and workflows of deliverables outlined.
Go-Live Support	<p>Provide go-live support for 30 calendar days following delivery of all the deliverables listed in this Implementation Scope section to address any issues in connection with the Implementation Scope described in this section.</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> • Issues/requests relating to expanded scope will be addressed using Client's ongoing support hours.
Training	<p>Provide up to 24 hours of training to Client in year 1 of this SOW and provide additional training each subsequent year as needed. Time preparing for and conducting training are included in these hours. Professional Service hours will be eroded for training in future years. Training will be provided at Client offices or online at the Client's request. Training can be provided in one session or several on mutual agreement between Client and Origami.</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> • 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, Client will 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. <p>In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into a separate amendment or statement of work to purchase such additional hours.</p>

Project Management

Deliverable	Scope
Project Management	<p>Origami will designate a project manager to provide project management activities during the Implementation. Origami will follow a set of best practices and tools to manage the implementation project which includes the items listed below:</p> <p><u>Origami will:</u></p> <ul style="list-style-type: none"> • Schedule and lead initial kickoff call or meeting. • Lead 30-minute status calls every two weeks throughout the term of the project (or as otherwise agreed upon by both Origami and the Client) with attendees which will be determined at project kickoff and as may be adjusted as needed throughout the duration of the project. • Maintain a project schedule on a weekly basis with key deliverables and expected dates to drive design, configuration, and sign off of specifications and unit testing for each deliverable to ensure project stays in scope and on time. • Provide a project dashboard and QRAID (Questions, Risks, Actions, Issues, Decisions) log to provide oversight on issues which may impact scope, resources or timeline. • Coordinate all activity within Origami to complete Origami's tasks on schedule and ensure project team's collaboration and accountability. <p><u>Client will:</u></p> <ul style="list-style-type: none"> • Participate in status calls and working meetings.

	<ul style="list-style-type: none"> • Complete all Client assigned project tasks (e.g. discovery sessions, data gathering, unit testing, sign off) in accordance with the agreed upon timeline • Coordinate all activity within Client’s organization to complete Client’s tasks on the project schedule. • Coordinate all activity of Client’s 3rd party providers (data sources, brokers, TPAs, etc.) required to complete tasks on the project schedule
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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 to complete Client’s tasks on the project schedule 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. More detailed responsibilities will be provided after project kickoff based on system requirements. 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 coordinate all activity of Client’s 3rd party providers required to complete tasks on the project schedule and 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 will be responsible for any charges levied by 3rd party providers.
- Client agrees generally to provide other reasonable assistance and cooperation to see that services are successfully completed (e.g., participate in status calls and working meetings, provide specifications, direction, and feedback as needed by Origami in a timely manner, etc.)
- For any deliverables that Origami provides to Client for approval, Client will confirm approval or provide necessary details on any requested remediation promptly.
- Client will be responsible for testing and quality assurance related to the implementation within the timeframe as agreed upon in the project schedule. Client will 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), as agreed upon in the design documentation created by or for Client or Client’s users in the Service.
- Outside of the implementation scope set forth in this SOW, Client shall have the ability to configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.
- Client will review and approve specifications provided by Origami and acknowledges that requests for substantial deviations from the specification are outside the scope of the project.
- Upon Origami’s completion of the deliverables set forth above, Client will provide written acknowledgment of Go-Live.
- 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.

PRICING AND INVOICE SCHEDULE

The fees for the Professional Services set forth in this SOW is \$201,375; provided, however, that Origami is willing to provide a discount in the amount of \$201,375. As such, there is no cost associated with the Professional Services as set forth in this SOW. The discount set forth herein is contingent on execution of this SOW by both parties on or before March 31, 2025.

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

By: _____

Name: Earnest Bentley
(Print Name)

Title: President, Risk Solutions

Date: _____

SEMINOLE COUNTY

By: _____

Name: _____
(Print Name)

Title: _____

Date: _____

EXHIBIT A1
ORIGAMI RISK ORDER FORM

CONTACT INFORMATION	
Client: Seminole County Address: 150 Bush Blvd. Sanford, Florida 32773 Primary Contact: Unk Unk Primary Contact Email:	Bill To Contact: Bill To Email: Is purchase order (PO) required? <input type="checkbox"/> Upon entering into this Order Form, please send any Pos, vendor registration links or tax exemption certificates to finance@origamirisk.com

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

RECURRING SUBSCRIPTIONS – LICENSES	
Subscription	Quantity / Functionality Purchased
RMIS	Functionality Selected
Full User(s)	11 User(s)
EHS - Safety Management	Up to 250 User(s)
EHS Portal User(s)	Up to 2499 User(s)
Origami API Access	Up to 5,000 call(s) per day
Annual Total: \$81,925.00	

RECURRING SUBSCRIPTIONS – HOSTING	
Subscription	Quantity / Functionality Purchased
Hosting, Network & Storage	Up to 5 GBs of Database Size
Additional Non-Searchable File Attachment Storage	200 Additional GBs of Non-Searchable File Attachment Storage
Free Non-Searchable File Attachment Storage	Includes 100 GBs of Non-Searchable file storage
Annual Total: \$19,550.00	

RECURRING SUBSCRIPTIONS – DATA PROCESSING	
Subscription	Quantity / Functionality Purchased
Claims, Transactions, and Notes Feed	Daily Feed From Davies
Fleet Schedule Feed	Integration Selected
HR Employee Demographic Import	Integration Selected
Annual Total: \$27,600.00	

RECURRING SUBSCRIPTIONS – Client Support	
Subscription	Quantity / Functionality Purchased
Client Support Tier	Selected Client Support tier includes support resourcing based on up to 5 hours of Client Support services per month beginning on the Effective Date.
Annual Total: \$15,000.00	

Annual Fees (before discount): \$144,075.00
Discount (applied to \$144,075.00): (\$19,075.00)

Total Annual Fees: \$125,000.00**BILLING DETAILS AND ADDITIONAL TERMS**

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

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

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

ORDER FORM APPROVAL

The undersigned agree to this Order Form.

ORIGAMI RISK LLC**SEMINOLE COUNTY**

By: _____

By: _____

Name: Earnest Bentley
(Print Name)Name: _____
(Print Name)

Title: President, Risk Solutions

Title: _____

Date: _____

Date: _____

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners
PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

**S
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ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

**V
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SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656

**ORDER
INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.**

TOTAL AMOUNT

00.00

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods/services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021



Price Proposal

PRICING PROPOSAL

Detail your cost structure for the implementation of the RMIS, including any initial setup costs, licensing fees, and customization charges.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Implementation					
1	Project Management	1	Each	0	0
2	Software Installation/Set-up	1	Each	0	0
3	Security Design and Configuration	1	Each	0	0
4	Business Design/Software Configuration	1	Each	0	0
5	Technical Design and Standards	1	Each	0	0
6	Data Conversion and Migration	1	Each	0	0
7	Business Analytics, Report and Form Development	1	Each	0	0
8	Solution Development	1	Each	0	0
9	Interface Development	1	Each	0	0
10	Testing	1	Each	0	0
11	Training Services	1	Each	0	0
12	Change Management	1	Each	0	0
13	Knowledge Transfer to Staff	1	Each	0	0
14	System Documentation Development	1	Each	0	0
15	Deployment	1	Each	0	0



Ongoing Services - Provide your ongoing annual fees based on the scope of the requirements provided in the RFP.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Licensing	1	Year	\$62,850	\$62,850
2	Ongoing Support and Maintenance Services	1	Year	\$19,550	\$19,550
3	Ongoing Hosting Services	1	Year	\$27,600	\$27,600
4	Ongoing Data Conversions	1	Year	\$15,000	\$15,000
TOTAL:		\$125,000			

PRICING PROPOSAL – PART 2

Annual increase – if applicable

Line Item	Description	Unit of Measure	Percentage
1	Annual Increase (Per CPI or Flat Rate)	Yearly	One time increase of 28% or \$35,000

***Annual Increase is for only one year, not annual perpetual increase. Pricing for years 2 and 3 will be the same.

Year 2: \$160,000

Year 3: \$160,000

The pricing provided is predicated upon our standard commercial terms, including:

- *Payment for Year 1 will be fully invoiced upon execution of the contract. Payments for Years 2 and 3 will be invoiced on the anniversary of the contract execution.*
- *Net 30-day payment terms*

RISK MANAGEMENT INFORMATION SYSTEM**RFP-604828-24/MHH****INSURANCE REQUIREMENTS**

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease Aggregate
	\$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Per Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit (<u>Any Auto or Owned, Hired, and Non-Owned Autos</u>)
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D. Cyber Liability/Technology E&O: \$ 2,000,000 Per Occurrence or Claim

Agreement Name: Risk Management Information System

EXHIBIT "E"

Agreement Number: RFP-604828-24/MHH

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-604828-24/MHH are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 29th day of May, 2025.

Origami Risk LLC

Consultant Name

Neil Burgess Hayes

By:

Print/Type Name: Neil Burgess Hayes

Title: General Counsel

STATE OF Illinois

COUNTY OF Cook

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this 29 day of May, 2025, by Neil Burgess Hayes (Full Name of Affiant).

Notarized online using audio-video communication



Tanya Karpenko

Print/Type Name Tanya Karpenko

Notary Public in and for the County
and State Aforementioned

My commission expires: 05/12/2026

Confidential Information and Data Processing Addendum

This Confidential Information and Data Processing Addendum (this “**DPA**”) is attached and made part of the Software Services Agreement (the “**Agreement**”) between Seminole County (the “**County**”) and the Contractor (collectively, “**Parties**,” individually, “**Party**”), which collects, transmits, uses, maintains, or processes Personal Information (as defined in Section 1.2, below) on behalf of the County pursuant to the Agreement (as identified in the Agreement, including the Scope of Services).

1. General

- 1.1. Capitalized terms used but not defined in this DPA will have the meanings assigned to them in the Agreement and, if not defined in either this DPA nor the Agreement, shall have the ordinary meaning in the field of information technology services.
- 1.2. Contractor may process and/or receive “personal information” or “personal data” from, or on behalf of, the County. “Personal Information” or “Personal Data” shall be defined as information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household to the extent contained within Client Data (herein referred to as “Personal Information”). For avoidance of doubt, Personal Information shall include the definition as used in § 501.171, F.S., Protected Health Information as defined in 45 C.F.R. § 160.103, Nonpublic Personal Information as defined in 15 U.S.C. § 6809(4)(A).
- 1.3. In connection with providing services to the County, the County and Contractor may each share Confidential Information with the other Party. With respect to the County, “Confidential Information” means all data, information, and material provided by, or received from, the County that is statutorily exempt from applicable public records laws. For avoidance of doubt, all Personal Information will be deemed and treated as the County’s Confidential Information. With respect to Contractor, “Confidential Information” means those documents and materials provided by Contractor that (i) qualify as Trade Secrets (as defined in Sections, 119.0715(2) and 688.022, F.S.), and (ii) are clearly labeled or marked as “TRADE SECRET” upon delivery to the County. Vendor understands and agrees that it must label all Trade Secrets in writing upon delivery to the County to invoke exemptions from applicable public records laws.
- 1.4. The Contractor to this DPA agrees that Contractor will treat as confidential all information provided by, or collected on behalf of, the County, including, without limitation, unencrypted Personal Information and non-public information to the extent authorized by Florida Statutes.
- 1.5. Notices required under this DPA shall be sent according to the Services Agreement with a copy (which shall not constitute notice) to both the usual point of contact or support at the County and via email to: **purch@seminolecountyfl.gov** with the subject line as: “Data Processing Addendum Notice.”
- 1.6. The Contractor shall carry out the services and process Personal Information received from, or collected on behalf of, the County as set out in the Agreement or as otherwise notified in writing by the County to the Contractor during the term of the Agreement.

2. Observance of Laws, Regulations, and Standards

- 2.1. The Contractor, when applicable, will ensure that the Client Data designated for collection, transfer, or processing as part of agreed upon services will be collected, transferred, and processed in a fully compliant manner to enable the County to meet relevant requirements of all laws, regulations, and contractual requirements applicable to the County, including, but not limited to, the current versions of:
 - 2.1.1. Personal Identifiable Information
 - 2.1.1.1. Florida Information Protection Act (F.S. 501.171);
 - 2.1.1.2. Any other similar laws currently in effect or that may come into effect during the term of the Agreement, including the laws of states other than Florida, to the extent Contractor collects or processes Personal Information of residents of other states in connection with the Agreement;
 - 2.1.2. Protected Health Information
 - 2.1.2.1. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (Pub. L. 104–191, 110 Stat. 1936a);
 - 2.1.2.2. Health Information Technology for Economic and Clinical Health (“HITECH”) Act of 2009;

3. Permitted Uses and Disclosures

- 3.1. Personal Information
 - 3.1.1. Contractor shall use, disclose, and retain all Personal Information:
 - 3.1.1.1. As specifically authorized in the Agreement and this DPA;
 - 3.1.1.2. Solely for the purpose of performing the services described in the Agreement; and

3.1.1.3. In accordance with applicable laws, standards and regulations.

312. Contractor shall not sell, rent, transfer, distribute, or otherwise disclose or make available any Personal Information to any third party without prior written permission from the County, unless and to the extent required by law. Notwithstanding the foregoing, Subject to Section 12 ("Subcontractors") of the Agreement, Contractor may be authorized by the County to use third parties, as well as employees and contractors of Contractor's affiliates and subsidiaries, in performance of its obligations described in the Agreement. To the extent written authorization is provided by County, Contractor may disclose Personal Information to such third parties, provided that such third parties are subject to written data processing addenda that are consistent with, and at least as protective of the Personal Information as, this DPA. Contractor understands that under no circumstance will it, or any third parties, process Personal Information outside of the United States. In addition, County provides general authorization for Contractor's use of AWS, and to AWS's use of sub-processors to provide processing activities on Client Data on behalf of County and Contractor. Following the effective date of the Agreement, AWS's website will list sub-processors that are engaged by AWS to access Client Data (see <http://aws.amazon.com/compliance/sub-processors/>). At least 30 days before AWS authorizes and permits any new sub-processor to access Client Data, AWS will update the applicable website and provide a mechanism to obtain notice of that update (currently via <https://pages.awscloud.com/sub-processors/>).

313. Contractor shall:

3.1.3.1. Promptly notify the County of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Personal Information provided by, or collected on behalf of, the County;

3.1.3.2. Consult with the County regarding its response;

3.1.3.3. Cooperate with the County's reasonable requests in connection with efforts by the County to intervene and quash or modify the legal order, demand or request; and

3.1.3.4. Upon the County's request, provide the County with a copy of its response.

32. Other Confidential Information

321. Contractor shall treat all County Confidential Information as strictly confidential and (i) shall not use such information for any purpose other than providing services to and for the benefit of the County as required under the Agreement, (ii) shall not (absent written consent from the County) disclose any County Confidential Information to any person or entity other than an employee or contractor of the Contractor who is authorized by County in writing (provided that all such contractors are subject to written confidentiality obligations at least as protective of those set forth in this DPA) that has a need to know such Confidential Information to perform its obligations under the Agreement, (iii) take all appropriate and commercially reasonable steps to protect such Confidential Information, and (iv) promptly notify the County in writing in the event of any actual or reasonably suspected unauthorized disclosure or use of County Confidential Information.

322. The obligations for protection, non-use and non-disclosure of County Confidential Information hereunder must last during the term of the Agreement and for so long thereafter as the applicable County Confidential Information is not subject to disclosure under statutory public records laws.

323. Contractor understands and agrees that Confidential Information received from the County must be treated as Confidential Information subject to the protection of this Section 3.2, regardless of whether or not similar or equivalent information may be obtainable from other sources. The County understands and agrees that information and material properly independently developed or legally obtained from third party sources, in each case without use of or reference to County Confidential Information, shall not be considered County Confidential Information pursuant to this Section 3.2.

33. All Personal Information shall be deemed and treated as Confidential Information and shall be protected, processed, stored and otherwise handled (i) as Confidential Information, (ii) as required by applicable laws, and (iii) subject to a separate Business Associate Agreement between the County and Contractor if applicable.

34. If the County receives a subpoena, warrant, public records request pursuant to Chapter 119, F.S., or other legal order, demand or request seeking Confidential Information (including without limitation Personal Information) provided by, or on behalf of, the County and maintained by Contractor, the County will notify Contractor of such request. Upon such notice, Contractor shall promptly supply the County with copies of materials and data required for the County to respond. Contractor shall further cooperate with the County's reasonable requests in connection with its response. Should the County receive any subpoena, warrant, or other legal order, demand or request seeking Contractor Confidential Information, the County shall promptly notify Contractor of such request and shall cooperate with Contractor's reasonable requests in connection with its response provided, however, that at all times the County shall comply with all applicable laws and orders.

35. Under no circumstances will Contractor disclose or use any Personal Information, including to the extent applicable Protected Health Information, Financial Information, or other Confidential Information for any purposes whatsoever other than (i) to provide services to the County subject to the Agreement, or (ii) as otherwise required by law after providing all reasonable notice to the County, both during and after the term of the Agreement.

4. Data Security Obligations.

4.1. Contractor shall:

- 4.1.1. Implement a comprehensive information security program which includes generally accepted practices for industry cybersecurity, as defined in F. S. § 282.3185, and technical and administrative safeguards to protect the confidentiality of Personal Information that are no less rigorous than commercial standard practices for information security;
- 4.1.2. Keep all Personal Information contained in any format (e.g., paper, computer system, and removable media) in a secure facility where access of unauthorized personnel is restricted;
- 4.1.3. Ensure that all Personal Information received from, or collected on behalf of, the County remains in the continental United States at all times;
- 4.1.4. Install up-to-date firewall protection and operating system patches for files containing Personal Information on a system that is connected to any network;
- 4.1.5. Install up-to-date versions of system security agent software which includes malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis, on systems vulnerable to malware and containing or channeling access to systems containing Personal Information;
- 4.1.6. Implement secure user authentication protocols including:
 - 4.1.6.1. Control of user IDs and other identifiers;
 - 4.1.6.2. A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as token devices;
 - 4.1.6.3. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
 - 4.1.6.4. Restricting access to active users and active user accounts only; and
 - 4.1.6.5. Blocking access to user identification after multiple unsuccessful attempts to gain access or exceeding the limitation placed on access for the particular system;
- 4.1.7. Implement secure access control measures that:
 - 4.1.7.1. Restrict access to records and files containing Personal Information to those who need such information to perform their job's duties; and
 - 4.1.7.2. Assign unique identifications plus passwords, which are not Contractor supplied default passwords, to each person with computer access that are reasonably designed to maintain the integrity of the security of the access controls;
- 4.1.8. Use strong encryption in the following situations:
 - 4.1.8.1. When Personal Information is transmitted over a public network;
 - 4.1.8.2. When Personal Information is stored in non-removable media prior to, or after, processing; and
 - 4.1.8.3. When Personal Information is stored on removable media and that media is in transit between physical locations;
- 4.1.9. Provide ongoing employee training with respect to its information security program, the proper use of the computer security system, and the importance of Personal Information security;
- 4.1.10. Ensure that any employee or contractor of the Contractor who has access to Personal Information resides, and accesses such Personal Information while, in the continental United States;
- 4.1.11. Designate responsibility for maintaining Contractor's comprehensive information security program;
- 4.1.12. Oversee its third-party service providers by taking reasonable steps to select and retain third-party service providers that are capable of maintaining security measures to protect Personal Information consistent with the Agreement, including the Scope of Services, this DPA, and applicable laws;
- 4.1.13. Review the scope of its comprehensive security program at least once a year for the term of the Agreement; and
- 4.1.14. Document responsive actions taken in connection with any incident involving a Security or Privacy Breach, and mandatory post-incident reviews of events and actions taken, if any, in order to make changes in business practices relating to the protection of Personal Information, and promptly provide such documentation to County.
- 4.1.15. Maintain plans for business continuity, disaster recovery, and backup capabilities and facilities designed to ensure the Contractor's continued performance of its obligations under the Agreement, including, without limitation, loss of production, loss of systems, loss of equipment, failure of carriers and the failure of the Contractor's or its supplier's equipment, computer systems or business systems ("Business Continuity Plan"). Such Business Continuity Plan shall include, but shall not be limited to, testing, accountability, and corrective actions designed to be promptly

implemented, if necessary. Contractor represents that, as of the date of this DPA, such Business Continuity Plan is active and functioning normally in all material respects. Contractor shall perform a comprehensive test of its Business Continuity Plan no less than once per calendar year. Contractor further represents that, all parties that are storing or processing unencrypted Personal Information, as part of the Business Continuity Plan or otherwise, must agree to and abide by this DPA. Contractor shall provide a copy of its Business Continuity Plan, and a summary of the results of its two most recent Business Continuity tests to the County upon request, at no charge.

5. Additional Rights and Obligations

51. Contractor grants the County the right to submit a written questionnaire or assessment, not to exceed once per 12-month period, related to Contractor's information security program. As an alternative to a County submitted assessment upon County's written request to Contractor during the term of this Agreement (no more than once in any 12-month period), Contractor 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 COUNTY, and such report shall contain an unqualified opinion. Such audit report shall be deemed Confidential Information under the terms of this Agreement.
52. Contractor grants the County the right, upon request and notice, to take reasonable and appropriate steps to stop and remediate any and all unauthorized use of Personal Information.
53. To the extent Contractors SOC 2 Report or assessment described in Section 5.1 determines that Contractor's processes, systems, networks or operations contain material vulnerabilities Contractor shall address such vulnerabilities in accordance with its internal policies and procedures.

6. Security or Privacy Breach

61. For purposes of this DPA, the term, "Breach of Security" or "Breach" has the meaning given to it under the applicable Florida Statute (F.S. 501.171(1)(a)), applicable state or federal rule/regulation, or contractual obligation.
62. Upon becoming aware of a Breach of Security or Breach involving Client Data, or of circumstances that were reasonably likely to have resulted in unauthorized access to or disclosure or use of Personal Information, Contractor shall notify the County within seventy-two (72) hours, fully investigate the incident, and reasonably cooperate with the County's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personal Information was involved, regulatory agencies, or other entities, without prior written permission from the County.
63. The report provided under section 6.2 of this DPA shall identify:
 631. The nature of the unauthorized access, use, or disclosure;
 632. The Personal Information accessed, used, or disclosed;
 633. The person(s) or entities who accessed, used, and disclosed and/or received Personal Information (if known);
 634. What Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure;
 635. What corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure;
 636. Contractor shall provide such other information, including a written report, as requested by the County.
64. In the event of any actual Breach of Security or actual Breach, the County shall have the right to suspend Contractor's processing of Personal Information until such breach has been corrected to the satisfaction of the County. It shall be considered a material breach of the Agreement where Contractor does not timely work to correct the cause of the breach according to its own policies and procedures.
65. Under no circumstances will Contractor make any public statement regarding any Breach of Security or Breach that relates to any Personal Information without the prior written consent of the County.

7. Other Obligations of Contractor

- 7.1. Upon termination or expiration of the Agreement, Contractor will return Client Data in accordance with Section 28(b) of the Agreement, unless otherwise required by applicable law. Contractor shall return such Client Data in a format which is industry standard.

8. Obligations of the County

- 8.1. The County is solely responsible for:
 - 8.1.1. Ensuring that any consents required by law and/or the County policies and procedures for the collection, access, use, maintenance, and/or disclosure of the Personal Information have been obtained from each individual and entity (including, without limitation, consumers, business Clients, and/or the County's employees and contractors) to whom

the Personal Information relates, when it is the County that directly collects, accesses, uses, maintains, and/or discloses that Personal Information;

- 8.12. Rendering any Personal Information on its systems unusable, unreadable, or indecipherable to unauthorized individuals in accordance with industry standards. The County acknowledges that it is the County's responsibility to encrypt all data on the County's systems and media components prior to providing such Personal Information to Contractor for any reason;
- 8.13. Establishing the applicable information security safeguards and associated policies for protecting Personal Information in its facilities; and
- 8.14. Promptly informing the Contractor of any policies that it implements with respect to the processing and protection of Personal Information.

9. Miscellaneous

- 9.1. Any ambiguity in the terms of this DPA will be resolved to permit Contractor or the County to comply with applicable laws.
- 9.2. To the extent there are any inconsistencies between the terms of this DPA and the terms of the Agreement, this DPA will prevail.

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)


This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Earnest Bentley

Title: Chief Revenue Officer

Signature: 

Date: May 29, 2025

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # RFP-604828-24/MHH

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Origami Risk LLC, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: Origami Risk LLC

Authorized Signature: *Neil Burgess Hayes* **Date:** 05/29/2025

Printed Name: Neil Burgess Hayes

Title: General Counsel

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 29 day of May, 2025, by Neil Burgess Hayes, as General Counsel on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.

Notarized online using audio-video communication



Tanya Karpenko
Notary Public Signature
Print, Type or Stamp Name of Notary: Tanya Karpenko
My commission expires: 05/12/2026

SERVICE LEVEL AGREEMENT (SLA)

SYSTEM AVAILABILITY

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

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

Service Credits:

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

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

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

BACKUP AND RECOVERY

Origami currently backs up transactions every 15 minutes via incremental backups. A differential database backup is performed nightly and a full backup is performed weekly. Backups are stored off site via Amazon S3, which has multiple redundancy and 99.99999999% durability and 99.99% availability of objects over a given year. Periodic database restore tests are performed to validate that backups are valid. Origami retains weekly backups for a minimum of six months.

NOTICES

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

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

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

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

Urgent Requests

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

Normal Requests

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

SECURITY

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

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

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

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