

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO ORIGAMI RISK LLC'S AGREEMENT

THIS ADDENDUM (“Addendum”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and Origami Risk LLC, (“Origami”), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a “party” or collectively as the “parties”).

WHEREAS, subject to the changes herein, the parties have executed and accepted Origami's Quote (Order Form #20250312) (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified subscriptions generally concerning software, hosting, and support services (the "Services"); and

WHEREAS, County desires that Origami provide Services as will be more specifically described in this Agreement; and

WHEREAS, Origami represents that it is qualified and desires to perform such Services;
and

WHEREAS, the Texas County Purchasing Act, § 262.024(a)(7) Texas Local Government Code, exempts from competitive bidding contracts items that can be obtained from only one source; and

WHEREAS, Origami is the sole source provider of the Services as indicated by the letter, dated January 6, 2025, attached hereto as Exhibit "B" and incorporated fully by reference; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is a sole source agreement and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Term.** The term of the Agreement is effective as of March 12, 2025, and shall expire no later than March 11, 2026, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties. The parties acknowledge and agree that Services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the parties.

2. **Scope of Services.** Subject to this Addendum, Origami will render Services to County as described in Exhibit A. All performance of the Scope of Services by Origami including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

When performing Services for County, Origami shall comply with, and ensure that all Origami Personnel comply with, all rules, regulations and policies of County that are communicated to Origami in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Origami may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice submitted by Origami, County shall notify Origami no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

Mutually approved travel, conference and/or mileage expenses incurred in the performance of required Services, including will be compensated only in accordance with the County's Travel Policy, a copy of which will be provided upon request. Receipts evidencing travel related expenditures made by Origami or Origami's subcontractors shall be submitted to the County Auditor's Office:

Fort Bend County Auditor
Attn: Robert Ed Sturdivant
301 Jackson Street, Suite 701, Richmond, TX 77469

4. **Limit of Appropriation.** It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor of Fort Bend County for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; that notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of County as to payment under the terms and provisions of this Agreement is limited to this sum, plus additional amounts of funds from time to time certified available pursuant to Sections 111.061 through 111.073 of the Local

Government Code, as amended, for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; and that when and if all the funds so certified are expended for the purpose of satisfying County's obligations under the terms and provisions of this Agreement, the sole and exclusive remedy of Origami is to terminate this Agreement. Origami does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Origami may become entitled to and the total maximum sum that County may become liable to pay to Origami shall not under any conditions, circumstances, or interpretations thereof exceed the funding certified as available by the County Auditor as of the date so certified. Additional funding for this Agreement is contingent upon further appropriations from the County's Commissioners Court.

5. **Public Information Act and Open Meetings Act.** Origami expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Origami shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Origami expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Origami for any reason are hereby deleted.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Origami in any way associated with the Agreement.

8. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Origami hereby verifies that Origami and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Origami does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Origami does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Origami does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
10. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No other provisions to this Agreement apply except for the terms which appear and/or are incorporated in this Addendum, Exhibit A, and Exhibit B.

11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, ORIGAMI ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
12. **Use of Customer Name.** Origami may use County's name without County's prior written consent only in any of Origami's customer lists, any other use must be approved in advance by County.
13. **Performance Warranty.** Origami warrants to County that Origami has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Origami will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
14. **Conflict.** In the event of any conflict or inconsistency among the terms and conditions set forth in the documents comprising this Agreement, the order of priority shall be:
 - a. This Addendum; and
 - b. Origami's Statement of Work #20250312, attached hereto as Exhibit A.
15. **Personnel.** Origami represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Origami shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.
16. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
17. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
18. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
19. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any applicable record retention laws.

20. Termination.

20.1. Termination for Default. Either party may terminate the whole or any part of this Agreement for cause in the following circumstances:

(a). If the other party materially breaches any of the covenants or terms and conditions set forth in this Agreement and does not cure such breach within a period of thirty (30) days after receipt of notice specifying such breach

20.2. Upon termination of this Agreement, County shall compensate Origami in accordance with § 3, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Origami's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 3 above.

20.3. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Origami.

21. Insurance.

A. Prior to commencement of the Services, Origami shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Origami shall provide certified copies of insurance endorsements and/or policies if requested by County. Origami shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Origami shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage

and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:

(1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.,) stored or transmitted in electronic form.

(2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure

(3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Origami shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Origami warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Origami shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Origami.
22. **Compliance with Laws.** Origami shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Origami shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
23. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.
24. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.
25. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
26. **Remote Access.** If Origami requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Origami is granted remote access to County Systems:
- (A). Origami will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Director of Information Technology and Chief Information Officer.
 - (B). Origami will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Origami will not access County Systems via unauthorized methods.
 - (C). Origami's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - (D). Remote access is restricted only to County Systems necessary for Origami to conduct provide Services to County pursuant to this Agreement.

- (E). Origami will allow only its Workforce approved in advance by County to access County Systems. Origami will promptly notify County whenever an individual member of Origami's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Origami will keep a log of access when its Workforce remotely accesses County Systems. Origami will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of Origami's Workforce is provided with remote access to County Systems, then Origami's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of Origami to comply with this Section may result in Origami and/or Origami's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Origami, is under the direct control of Origami, whether or not they are paid by Origami and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

ORIGAMI RISK LLC

100

KP George, County Judge

Authorized Agent – Signature

Date

Earnest Bentley

Authorized Agent- Printed Name

ATTEST:

President, Risk Solutions

Title

Laura Richard, County Clerk

March 25, 2025

Date

REVIEWED:

Robyn Doughtie
Information Technology Office

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of **\$58,455.00** are available to pay the obligation of Fort Bend County under this Agreement for services and/or product provided by Origami for the following service period: March 12, 2025 - March 11, 2026.

Robert Ed Sturdivant, County Auditor

Date Certified

Exhibit A: Origami's Statement of Work #20250312; and
Exhibit B: Origami's Sole Source Letter, dated January 6, 2025.

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Exhibit A

ORDER FORM #20250312**CONTACT INFORMATION**

Client: Fort Bend County
Address: c/o Accounts Payable
301 Jackson, Suite 701
Richmond, TX 77469
Primary Contact: Wyatt Scott
Primary Contact Email:
wyatt.scott@fortbendcountytexas.gov

Bill To Contact: Fort Bend County IT Invoices
Bill To Email: it_invoices@fortbendcountytexas.gov

Is purchase order (PO) required? ☐
Upon entering into this Order Form, please send any Pos,
vendor registration links or tax exemption certificates to
finance@origamirisk.com

SUBSCRIPTION DETAILS

Subscription Term: 36 Months
Effective Date: 2025-03-12

RECURRING SUBSCRIPTIONS – LICENSES

Subscription	Quantity / Functionality Purchased
RMIS	Functionality Selected
Light User(s)	1 User(s)
Full User(s)	5 User(s)
Annual Total: \$26,450.00	

RECURRING SUBSCRIPTIONS – HOSTING

Subscription	Quantity / Functionality Purchased
Hosting, Network & Storage	Up to 25000 Claim(s), Incident(s), Policie(s), and Other Record(s)
Free Non-Searchable File Attachment Storage	Includes 100 GBs of Non-Searchable file storage
Annual Total: \$17,250.00	

RECURRING SUBSCRIPTIONS – DATA PROCESSING

Subscription	Quantity / Functionality Purchased
Claims, Transactions, and Notes Feed	Weekly Feed From CCMSI
Annual Total: \$9,775.00	

RECURRING SUBSCRIPTIONS – Client Support

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

Annual Fees (before discount): \$60,975.00
Discount (applied to \$60,975.00): (\$2,520.00)
Total Annual Fees: \$58,455.00

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

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

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

ORDER FORM APPROVAL

The undersigned agree to this Order Form.

ORIGAMI RISK LLC



By:  _____

Name: Earnest Bentley
(Print Name)

Title: President, Risk Solutions

Date: February 19, 2025

FORT BEND COUNTY

By: _____

Name: _____
(Print Name)

Title: _____

Date: _____

Exhibit B

January 6, 2025

VIA EMAIL

Fort Bend County ("Client")
301 Jackson St
Suite 201
Richmond, TX 77469

To Whom It May Concern:

Origami Risk LLC ("Origami") owns all intellectual property rights in and to its proprietary software-as-a-service offering (the "SaaS Platform"). The SaaS Platform is only available over the internet by accessing Origami's servers.

Origami is divided into two divisions: the Risk Division and Core Division. There are multiple modules of the SaaS Platform offered by the Risk Division that are available for purchase by Client. Client has specifically purchased the Risk Division's Risk Management Information System and Claims Adjudication modules (collectively, the "Modules"). Origami is the sole provider of professional services (such as implementation and support) related to the Modules as purchased by the Client.

Please feel free to contact me at nhayes@origamirisk.com or 312-546-6515 if you have any questions.

Sincerely,



Neil Hayes
General Counsel
Origami Risk LLC