



County of Monterey and Binti, Inc.
AMENDMENT #2 TO CONTRACT #A-14168

This Amendment (“Amendment”) to the Master Subscription and Services Agreement No. A-14168 (“Agreement”) is made as of October 30, 2020 (the “Effective Date”), by and between Binti and the County of Monterey (“Licensee”). Binti and Licensee may be referred to collectively as the “Parties” or each individually as a “Party”.

Reference is made to the Agreement defined above. Terms not defined in this letter have the meaning given to them in the Agreement.

WHEREAS, Binti and Licensee entered into the Agreement dated as of October 23, 2018 pursuant to which Client engaged Binti to perform certain services, including the provision of software and other related services; and

WHEREAS, Binti and Licensee entered into Amendment #1 of the Agreement on October 20, 2019 that extended the contract through and including October 30, 2020; and

WHEREAS, the term of Amendment #1 shall expire on October 30, 2020, and Binti and Licensee desire to amend and extend the Contract as more specifically set forth in this Amendment.

WHEREAS, Binti and Client desire to **add \$28,840** to the contract total to cover the extension of the term, bringing the total contract amount to **\$84,840**.

NOW, THEREFORE, in consideration of the mutual promises of the Parties and other good and valuable consideration, the adequacy and receipt of which are hereby mutually acknowledged, the Parties hereby act and agree as follows:

1. New Contract Term: The term of the Agreement hereby **is extended through and including October 30, 2021**.
2. Fees: This Amendment **adds \$28,840** for the Renewal Term.
3. The following sections will replace those previous indicated (by Section number and letter):
 - **Section 1(c) Binti Ownership** Except for the rights granted to Licensee in Section 1(a) above and Licensee’s rights to Data (defined below), ~~as between the Parties, Binti retains~~ all right, title and interest, including all intellectual property rights, in and to the Platform (including all Updates thereto) and all aggregated and de-identified information that Binti’s systems or applications automatically collect regarding the Platform and/or its use and/or performance (including, without limitation, de-identified Data that does not, and cannot reasonably be used to, identify Licensee or any individual) (“**Diagnostic Data**”) (which, notwithstanding anything to the contrary, Binti may fully exploit). All rights that Binti does not expressly grant to Licensee in this Section 1 are reserved and Binti does not grant any implied licenses under this Section 1.



- Section 7 (c) “Representations and Warranties”:** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH UNDER THIS SECTION 7, THE SERVICES AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT BY BINTI ARE PROVIDED ON AN "AS-IS" BASIS, AND LICENSEE ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE SERVICES TO ACHIEVE LICENSEE’S INTENDED RESULTS, FOR THE ACCURACY AND/OR QUALITY OF ITS DATA, AND FOR ITS USE OF, AND RESULTS OBTAINED FROM, THE SERVICES. BINTI DOES NOT WARRANT THAT THE SERVICES OR ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, BINTI MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND BINTI HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING.

These changes shall, upon execution of this letter by all parties to the Agreement, form part of the Agreement. Except as modified by this letter, all terms and conditions of the Agreement will remain unchanged. If the terms of the Agreement conflict with those of this letter, this letter shall control. This letter may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together will constitute one instrument. If any provision of this Amendment, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to persons or circumstances other than those as which it is held invalid, shall not be affected thereby.

County of Monterey

Lori A Medina, DSS Director

BINTI, INC
 DocuSigned by:
 Felicia Curcuru

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Felicia Curcuru, CEO

Approved as to Form

County Counsel

DocuSigned by:
 Anne Brenton, County Counsel

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Approved as to Fiscal Provisions

Auditor/Controller

DocuSigned by:
 Gary Giboney

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