Order Form

Binti, Inc.
1111 Broadway, Suite 300
Oakland, CA 94607

Provided for:	Date Provided	Expiration Date
Attn: **Monterey County (CA)** **Department of Social Services**	10/23/2024	12/20/2024

Product	Period	Fees
Binti SaaS for Approvals/Licensing Module	02/01/2025-01/31/2026	$23,989.99
Binti SaaS for Approvals/Licensing Module	02/01/2026-01/31/2027	$32,946.25
New Contract TOTAL	**02/01/2025-01/31/2027**	**$56,936.24**

Order Start Date:
Billing Frequency: The Fees for the Initial Term shall be invoiced annually in advance for the Initial Term. The Fees for any Renewal Term shall be invoiced in advance of any Renewal Term.
Payment Terms: Net 30
Payment Method: Check or wire transfer

The term will commence on the Effective Date of the Agreement (as defined below) and continue for a period of 24 months ("Initial Term").

This Order Form is subject to the manually or electronically signed Master Subscription and Services Agreement between the parties ("Agreement") and Binti's standard Terms of Services found at https://binti.com/terms/ (for Client and Client's end users) and printed out and attached as **Exhibit - E**-Any and all terms and conditions (preprinted or otherwise and regardless of how referenced) found in any Client purchase orders, vendor registration forms or portals or similar documents shall be void and of no effect, unless otherwise set forth in this Order Form. Additional products or subscriptions added during the Term and future renewals will be subject to the same Agreement, unless modified in writing

MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Master Subscription and Services Agreement ("**Agreement**") is made as of 2/1/2025, ("**Effective Date**"), between Binti, Inc. with an address at 1111 Broadway, Suite 300, Oakland, California 94607 ("**Binti**"), and _COUNTY OF MONTEREY, with an address at 1000 South Main St, Suite 306, Salinas, CA 93901 ("**Client**"). Binti and Client will be referenced to individually herein as "**Party**" and collectively as the "**Parties**."

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose.

Binti has developed a Software-as-a-Service platform, as described at www.binti.com and as set forth in **Exhibit A, Specifications** attached hereto, which includes the individually licensable platform modules. This Agreement creates a legally binding and enforceable contract whereby Binti (i) will grant Client access to the Binti platform including one or more of the platform module(s), as indicated in the applicable Order Form (collectively the platform will be referred to as the "**Platform**" and each module will be referred to as a "**Licensed Module**"); and (ii) may provide certain professional services ("**Professional Services**"),** as described in **Exhibit B**, **Professional Services** attached hereto, if any.

2. Proprietary Rights; Usage.

(a) Platform. Subject to the terms and conditions of this Agreement, Binti hereby grants to Client during the Term (defined below) a revocable, non-exclusive, non-transferable and non-sublicensable license to access and use the Licensed Modules as specified in the Order Form, subject to Client's employees and contractors accepting Binti's online Terms of Service (https://binti.com/terms/) attached as Exhibit E, and receiving valid access credentials by Binti ("**Authorized Users**"). The Parties may add additional Platform access, including adding access to any additional modules, though a new or updated Order Form(s).

(b) Restrictions. Client, and its Authorized Users, will not, and will not permit any third party to: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform (except to the extent such prohibition is contrary to applicable law); (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third party; (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; (vi) access or use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, including the right to privacy; (vii) bypass or breach any security protection used by the Platform or access or use the Platform other than by an Authorized Users through the use of his, her, they own then valid access credentials; (viii) or use the Platform in a manner that violates this Agreement, any third party rights or any applicable laws, rules or regulations.

(c) Feedback. If Client or any of its employees or contractors sends or transmits any communications or materials to Binti by any means (i.e., email, form, telephone, text, verbally, or otherwise), suggesting or recommending changes to the Binti Platform, including without limitation, for new features or functionality relating thereto, or any comments, suggestions, or questions or the like ("**Feedback**"), Binti is free to use such Feedback irrespective of any other obligation or limitation between the Parties. Client hereby assigns to Binti on Client's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and to the Feedback. Binti is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever. For the avoidance of doubt, Binti is not required to use any Feedback and Client is not required to provide Feedback.

(d) Support. Binti will provide support and use commercially reasonable efforts to make the Platform available, except for planned downtime and any unavailability caused by Force Majeure Events (defined below) as further set forth in **Exhibit C**, **Services Level Agreement,** attached hereto.

(e) Binti Ownership; Usage Data. Except for the rights granted to Client in Section 2(a) above and Client's rights to Client 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 Client Data that does not, and cannot reasonably be used to, identify Client or any individual) ("**Usage Data**") (which, notwithstanding anything to the contrary, Binti may fully exploit). Client agrees that Binti may (i) make Usage Data publicly available in compliance with applicable law, and (ii) use Usage Data to the extent and in the manner permitted under applicable law; provided that such Usage Data does not identify Client Data or Client's Confidential Information and are unable to be reidentified. All rights that Binti does not expressly grant to Client in this Section 2 are reserved and Binti does not grant any implied licenses under this Section 2.

(f) Client Ownership; Client Data. As between the Parties, Client owns all data, information and other materials submitted to the Platform or Binti by Client or its Authorized Users (which, for clarity, excludes Usage Data) (collectively, "**Client Data**"). Client represents and warrants that: (i) it either owns the Client Data or is otherwise permitted to grant the license set forth in this Section; (ii) the posting and use of Client Data on or through the Platform does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (iii) the posting of Client Data on the Platform does not result in a breach of contract between Client and any third party. Client hereby grants to Binti a non-exclusive and non-transferable license to use and host the Client Data, solely to provide the Services. Binti is not responsible for the content of any client Data or the way Client or its Authorized Users choose to use the Platform to store or process any Client Data. Upon termination or expiration of this Agreement for any reason, Binti will permit Client to download all Client Data from the Platform in .csv format.

i. Restrictions. Within the Binti Platform, Client shall not use, share, store, transfer, or transmit (1) any Client Data that infringes, violates, or misappropriates any intellectual property or proprietary right(s) of a third-party, or (2) any Client Data that violates any applicable laws, rules or regulations including any applicable data privacy laws. Where Client accesses or uses the Platform for the exchange or transmission of "Highly Sensitive Personal Information" defined as an (a) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (b) confidential financial information, financial account number, credit or debit card number, or credit report information; (c) federal or state tax return information or records; (d) biometric or genetic information, Client represents and warrants that it has (and will have for the Term) the requisite rights to exchange or transmit such Highly Sensitive Personal Information.

(g) Data Use and Protection. Binti will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Client Data. Binti will process any personal information submitted by Client or Client's Authorized Users in accordance with Binti's Privacy Policy, available at www.binti.com/privacy. The Binti platform stores and protects data which includes information that is considered PII/PHI data, which includes, but not limited to, full name, date of birth, mailing address, and social security number. Binti does not store DOJ information such as background checks. Binti does not store biometric information.

(h) Giving Access. Where Client authorizes Binti to provide certain third parties as identified by Client (e.g., contractors, consultants, Community Based Organizations, etc.) each an "Authorized Agent," with access to the Platform on Client's behalf and Binti agrees to so provide access Client represents and warrants that: (1) to the extent the Authorized Agents will have access to Client Data, Client has and will continue to have for the Term the requisite right and authority to share Client Data with Authorized Agents; (2) that Client has and will continue to have for the Term the requisite right and authority to see, process, transmit, collect and otherwise use the data input into the Platform by the Authorized Agents and that such data shall be considered Client Data under this Agreement; (3) that it has the requisite right and authority to grant to Binti the rights granted herein (including, without limitation, Binti's right to use the Authorized Agent data as contemplated by this Agreement) and that any access, use, storage, transmission, reproduction and/or processing of Client Data (including Authorized Agent data) by Binti and/or Client the is not a violation of

any third party intellectual property rights. Client shall communicate directly with the Authorized Agents regarding any limitations on access to or the sharing of Client Data. Notwithstanding anything to the contrary herein or otherwise, Binti shall bear no liability with respect to the Authorized Agents' or their agents, representatives, or contractors access, sharing, use, storage, transmission, reproduction and/or processing of Client Data nor shall Binti bear liability with respect to Client's access, sharing, use, storage, transmission, reproduction and/or processing of Authorized Agent data.

(i) <u>Data Use and Protection</u>. Binti will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Client Data. Binti will process any personal information submitted by Client or Client's Authorized Users in accordance with Binti's Privacy Policy, available at www.binti.com/privacy.

3. <u>Professional Services</u>.

(a) <u>General</u>. Subject to Client's compliance with the terms and conditions of this Agreement, Binti will perform the Professional Services according to the fee schedule and as set forth in **Exhibit B**, the Professional Services "**Statement of Work" ("SOW")**, attached hereto, if any. The Parties may add additional Professional Services through a new or updated SOW. Client will reasonably cooperate with Binti to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for Binti to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any Client obligations in a timely manner; and (iii) responding to Binti's reasonable requests related to Professional Services in a timely manner. Binti will not be liable for any delays in performing the Professional Services that arise, in whole or in part, from Client's acts or omissions, including, without limitation, its failure to comply with this Section 3(a) or in result of a Force Majeure Event.

(b) <u>Intellectual Property Rights</u>. Binti solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Binti, solely or in collaboration with others, arising out of, or in connection with, Binti performing the Professional Services, including any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing ("**Inventions**"). Binti hereby grants to Client a non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right during the Term to use the portion of the Inventions that is incorporated into any deliverables that Binti provides to Client under **Exhibit B** (if any) solely to use any such deliverables. Binti reserves all rights not expressly granted in the prior sentence and does not grant any implied licensed under this Section 3.

4. <u>Fees</u>.

(a) <u>Fees</u>. Client will pay Binti the fees set forth in the Order Form(s), those set forth in Exhibit B, if any, and those set forth in any additional SOW(s) (collectively, "**Fees**"). Where an affiliate or partner agency ("Related Agency") is seeking access to the Platform, it may be granted pursuant to an additional Order Form issued and fully executed under this Agreement ("Related Agency Order Form"). In the event of the execution of a Related Agency Order Form, Client shall be responsible for payment of any fees set forth in the Related Agency Order Form and Client shall also remain responsible any Related Agency's compliance with the terms of this Agreement, the Terms of Service, and/or any other applicable terms and conditions.

(b) <u>Fee Increases</u>. Fee Increases will be allowed if agreed to in writing by both parties.

(c) <u>Payment</u>. Client shall certify the invoice, either in the requested amount or such other amount as the Client approved in conformity with this agreement and shall promptly submit such invoice to the Client Auditor-Controller for payment. The Client Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice

(d) <u>Taxes</u>. The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes assessable by any applicable taxing authorities (collectively, "**Taxes**"). Client is responsible for paying all Taxes associated with its receipt of the Services (except for any Taxes based on Binti's net income).

5. <u>Confidential Information</u>.

(a) <u>Definition of Confidential Information</u>. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), that is marked in writing as "confidential" or by a similar designation. For clarity, Confidential Information of Binti also includes the Binti technology underlying the Platform and any related non-public specifications, documentation or technical information that Binti makes available to Client. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party without restriction prior to its disclosure by the Disclosing Party and without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without restriction and without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.

(b) <u>Protection of Confidential Information</u>. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use Confidential Information of the Disclosing Party to perform its obligations or exercise its rights under this Agreement. Except as expressly authorized by the Disclosing Party in writing, the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors or agents who need such access to perform obligations under this Agreement and who agree to abide by the terms set forth in this Section 5.

(c) <u>Compelled Disclosure</u>. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so as a matter of law by a court or regulatory body having jurisdiction, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure and secure a protective order. Notwithstanding the foregoing, with respect to any Binti Confidential Information that constitutes a trade secret (as determined under applicable law), any obligations of non-disclosure under this Section 5 shall survive termination, expiration, and shall be exempt from compelled disclosure for so long as such Binti Confidential Information remains subject to trade secret protection under applicable law.

6. <u>Term and Termination</u>.

(a) <u>Term</u>. This Agreement will commence on the Effective Date and continue until there are no active Order Form(s) in place between the Parties, unless earlier terminated in accordance with the terms of this Agreement.

(b) <u>Termination</u>. The Client may terminate this Agreement if funds are not appropriated to the Client or are not otherwise available for the purpose of making payments under this Agreement. The Client shall provide Binti with at least ninety (90) calendar days' written notice of termination of the Agreement due to lack of available funding. Either Party may terminate this Agreement upon ninety (90) days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy such material breach within the ninety (90)-day notice period. Within ninety (90) days of termination or expiration of this Agreement, and upon Client's written request, Binti will supply the Client with an export of the Client's Data, to be provided in pdf and/or csv format. Binti may additionally suspend or terminate this Agreement (1) at anytime without notice to Client in the event of any conduct by Client or by Client's Authorized Users which, in Binti's sole discretion, Binti considers to be unacceptable or a breach of the Terms of Service or (2) for any or no reason, upon thirty (30) days written notice to Client.

(c) <u>Effect of Termination</u>. Upon expiration or termination of this Agreement for any reason, all outstanding Fees for services rendered and owed pursuant to Section 4 will become due and payable within thirty (30) days of Binti   's delivery of final invoices pursuant to this Agreement.

(d)   If this Agreement is terminated by Binti for the material breach by Client, Client will remain responsible for all Fees as set forth herein for the remainder of the then-current Term. If Client terminates this Agreement for material breach by Binti, Binti will provide Client with a pro-rated refund of any prepaid fees with respect to the terminated period.

(e)   Survival. The provisions of Sections 2(b), 2(c), 2(e), 2(f), 3(b), 4, 5, 6(b), 6(c), 6(d), 7, 9, 10 and all defined terms used in those Sections will survive any expiration or termination of this Agreement.

7.   Representations and Warranties.

(a) Mutual. Each Party represents and warrants that: (i) it has the right, power and authority to enter into this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(b) By Client. Client further represents and warrants that: (i) it owns or otherwise has sufficient rights to the Client Data to grant the license set forth in Section 2(f); (ii) no Client Data submitted to the Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations; and, (iii) that it is responsible for the use or misuse of the Platform by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a breach by Client of this Agreement and Client assumes all risk arising from any such use that is not compliant with applicable laws.

(c) 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 CLIENT ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE SERVICES TO ACHIEVE CLIENT'S INTENDED RESULTS, FOR THE ACCURACY AND/OR QUALITY OF ITS CLIENT 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, FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING.

8.   Limitations on Liability.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (I) EXCEPT WITH RESPECT TO SECTION 9, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE LIMITS OF BINTI'S INSURANCE;; AND (II) EXCEPT TO THE EXTENT SUCH DAMAGES ARE PAID OR PAYABLE TO UNAFFILIATED THIRD PARTIES PURSUANT TO EITHER PARTY'S OBLIGATIONS PURSUANT TO SECTION 9, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL DAMAGES   ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, DATA OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THIS SECTION 8 DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, BINTI'S LIABILITY FOR CLAIMS ARISING UNDER SECTION 9 SHALL BE LIMITED TO THE AGGREGATE LIMITS OF BINTI'S INSURANCE.).

9.   Indemnification.

(a) By Client. If a third party asserts a claim (each, a "**Third Party Claim**") against Binti or any of its affiliates, officers, employees or contractors (each, a "**Binti Released Party**") alleging or arising from (a) that any Data infringes, violates, or misappropriates any intellectual property or proprietary right(s), (b) that any Data, or its provision to Binti, violates any applicable law or regulation, or (c) any negligent act or intentional misconduct by Client or any of its Authorized Users in connection with the Service, then Client will defend the Binti Released Party from the Third Party Claim and hold such Binti Released Party harmless from and

against all damages, settlements, costs, and/or expenses, in each case, that are paid or payable to third party(ies) with respect to the Third Party Claim (including, without limitation, reasonable attorneys' fees).

(b) By Binti. If a Third Party Claim is asserted against Client or any of its affiliates, officers, employees or contractors (each, a "**Client Indemnified Party**") alleging that the Platform (not including any Client Data) infringes, violates, or misappropriates such third party's intellectual property or proprietary right(s) ("**Infringement Claim**"), then Binti will defend the Client Indemnified Party from the Infringement Claim and hold such Party harmless from and against all damages, settlements, costs, and/or expenses, in each case, that are paid or payable with respect to the Infringement Claim (including, without limitation, reasonable attorneys' fees). In the event of an Infringement Claim, Binti, at its sole option and expense, may: (i) procure for Client the right to continue using the Platform or infringing part thereof; (ii) modify the Platform or infringing part thereof; (iii) replace the Platform or infringing part thereof with other software having substantially the same or better capabilities; or, (iv) if the foregoing are not commercially practicable, terminate this Agreement and repay to Client a pro-rata portion of the prepaid Fees. Notwithstanding the forgoing sentences, Binti will have no liability for an Infringement Claim if the actual or alleged infringement results from (a) any breach of this Agreement by Client or any Authorized Users; (b) any modification, alteration or addition made to the Platform by Client or any Authorized Users, including any combination of the Platform with software not provided by Binti; (c) any failure by Client or any Authorized Users to use any updates made available by Binti; or (d) any settlements entered into by Client or costs incurred by Client for the Infringement Claim that are not pre-approved by Binti in writing. This Section 9(b) constitutes Client's sole and exclusive remedies and Binti's entire obligation to Client with respect to any claim that the Platform or Professional Services infringe the rights of any third party.

(c) Procedures. Each Party's obligations pursuant to Sections 9(a) and 9(b) above (respectively) are expressly conditioned on: (a) the Party seeking indemnification under this Section 9 ("**Indemnified Party**") providing the other Party ("**Indemnifying Party**") with prompt written notice of the applicable Third Party Claim for which the Indemnified Party seeks indemnification; (b) the Indemnified Party reasonably cooperating in the defense and/or settlement of such Third Party Claim, at the Indemnifying Party's sole expense; and (c) the Indemnifying Party having sole control over the defense and/or settlement of such Third Party Claim. The Indemnifying Party may not agree to any settlement of any Third Party Claim against the Indemnified Party that admits wrongdoing by the Indemnified Party, or otherwise imposes any material obligation on the Indemnifying Party (not entirely covered by an indemnification obligation hereunder), without the Indemnified Party's prior express written consent, which consent will not be unreasonably withheld, conditioned or delayed. The Indemnified Party may participate in the defense of a Third Party Claim through counsel of its own choice at its own expense.

10. Miscellaneous.

(a) No Partnership, Agency or Joint Venture. Each Party hereto is an independent contractor with respect to the other Party. This Agreement does not create or imply any partnership, agency or joint venture between the Parties.

(b) Injunctive Relief. Nothing in the Agreement shall prevent a Party from seeking injunctive relief in addition to all available remedies.

(c) Assignment. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided, however, that either Party may assign this Agreement to an affiliate or a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above will be void.

(d) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect.

(e) Governing Law; Venue. This Agreement will be governed by and construed under the laws of the state in which the Client is located, without reference to that state's conflict of laws principles. This Agreement, including all Exhibits attached hereto, embodies the entire agreement between the Parties with

respect to the subject matter set forth herein and supersedes any previous or contemporaneous communications, whether oral or written, express or implied.

(f) Conflicting Terms. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict.

(g) Amendment, Modification & Waiver. Any amendment must be in writing and expressly state that it is amending this Agreement. This Agreement may be modified or amended only by a writing signed by both Parties. All waivers made under this Agreement must be made in writing by the Party making the waiver.

(h) Notices Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth above and with the appropriate postage affixed; or (ii) sent via email to the following:

In the case of Binti:
Binti, Inc.
Attn: Legal Department / Notices
1111 Broadway, Unit 300
Oakland, CA 94607

With a copy to :
contract-notices@binti.com;

In the case of Client:
_____

_____

_____

Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier, and/or on the same day a facsimile or electronic mail is sent to the recipient.

(i) Force Majeure. Binti will not be liable or responsible to Client, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Binti including, without limitation, acts of God, natural disaster, denial or services attacks and/or service provider system outages (collectively, "**Force Majeure Events**").

(j) Counterparts.   This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.

(k) Entire Agreement. This Agreement is the Parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreements on that subject. The Parties may execute this Agreement in counterparts, including facsimile, PDF, or other electronic copies, which taken together will constitute one instrument.

11. <u>Signature Page</u>

County of Monterey

Signed by:

By: _Roderick W. Franks_____
DSS Director or Designee

Date: _1/16/2025 | 3:28 PM PST_

Binti, Inc.

Signed by:

By: _Felicia Curcuru_____
(Chair, President, Vice-President)

Felicia Curcuru
_____
(Print Name & Title)

Date: _12/10/2024 | 10:04 PM PST_

Signed by:

By: _____
(Secretary, CFO, Treasurer)

Jamie Gray, Assistant Secretary
_____
(Print Name & Title)

Date: _12/12/2024 | 9:10 AM PST_

Approved as to Form:

DocuSigned by:

_Anne Brereton_____
Deputy County Counsel

Date: _12/16/2024 | 3:43 PM PST_

Approved as to Fiscal Provisions:

DocuSigned by:

_Jennifer Forsyth_____
Auditor-Controller's Office

Date: _12/16/2024 | 4:31 PM PST_

EXHIBIT A

SPECIFICATIONS

This Exhibit A defines the specifications of each Licensed Module and Binti's public API. Only the Licensed Module(s) specified on the Order Form (usually Page 1 of the Agreement) of this document are licensed to the Client.

The Licensing Module includes the following:

A. Licensure and Re-licensure Templates: The Caregiver Portal and Client Staff Portal outlined in Sections B and C below consist of features for two templates (constituting a single "Track"): the initial foster parent application (before someone is licensed/approved for the first time) and the re-licensure application (for ongoing maintenance of an active foster parent license and re-licensure requirements). Each template consists of a unique set of forms (both Caregiver and Client Staff forms) and training. Additional templates requested by Client may be developed at an additional fee, as set forth in an applicable Order Form, if any.

B. Caregiver Portal: The Caregiver Portal includes:

   a. Caregiver form completion functionality ("Caregiver Form"): Caregivers will be able to complete fillable application forms (up to 40 forms) required by Client. As an applicant completes an online form, their answers are mapped to the appropriate places on Client's PDFs

      i. Auto Population of forms: While the same question may be asked more than once across the same or different forms, the answer previously entered populates through into all spaces in which that same question is asked

      ii. Conditional Logic within the forms either expands or hides relevant questions based on previously entered information

   b. Supporting document completion functionality ("Supporting Documentation"): Caregivers can upload supporting documents required by Client, such as proof of identification, income verification, etc. All supporting documents can be configured to require an expiration date, which is then tracked on the Client Staff Portal

   c. Electronic Signatures ("BintiSign"): Both Caregivers and Client Staff will be able to electronically sign forms and other indicated documents, including those that are to be signed by both parties (Caregiver and Client Staff)

   d. Caregiver Training Completion ("Training Tracking"): Caregivers can watch embedded training and/or orientation information within the Applicant Portal. Training materials must be embeddable via HTML or setup as a form. Client Staff may verify completion of training through a "quiz" or require Caregivers to enter a passcode to confirm understanding before moving onto the next stage of the process. Client Staff may initiate tracking of training in the Client Staff Portal.

   e. References ("References") and other adults ("Other Adults"): Caregivers can list other adults in the home and references' names and emails, and the software will email them to complete their portions of the process in Binti.

      i. Other Adults: Other Adults have their own Binti portal ("Other Adult Portal") access in which they can complete the requirements specific to them, such as background check clearance forms or uploading proof of identification as determined by Client.).

      ii. References: References will be able to click the link from the automated email they receive and complete and e-sign an online reference form (the reference form itself is specific to each Client)

   f. Children in Home ("Children in Home"): Caregivers can list any biological, adopted or children placed from another agency that reside in their home including name, gender, date of birth

and relation to the applicants. Supporting Documentation may be collected through uploading for Children in Home including school identification or background check forms. Fillable forms are not available for Children in Home.

g. Personal Information/Ethnicity: Within the Applicant Portal, Caregivers can enter/update their personal information, such as ethnicity, tribal membership, and preferred language. While Client's Caregiver Forms or Agency Forms may also gather this information, this information is separately gathered in Binti.

h. Spanish Language Support: Hosting of the Caregiver Portal in both English and Spanish, provided that Client provides Spanish-translated forms and documents for inclusion in the Caregiver Portal. Provision of the Caregiver Portal in additional languages (beyond English and Spanish) may be available at an additional cost to the Client.

i. Automated Emails:
    i. Account creation email for caregivers and other adults with option for Client to customize language
    ii. Standardized (not customizable) reminders to caregivers, references and other adults reminding them to complete the applicable steps in the process
    iii. Standardized (not customizable) expiring Supporting Documentation emails to Caregivers
    iv. Application status change emails for caregivers with option for Client to customize language
    v. Time-based "drip" notices that deliver on a fixed schedule prior to approval and/or prior to re-licensure with option for Client to customize language

j. Configurability: For the Licensure and Re-licensure Tracks the following items are configurable by Client (subject to Binti's prior approval): Caregiver Forms, Supporting Documentation, BintiSign, Caregiver Training Completion, Affiliated Persons (e.g. Other Adults, References, etc.), Personal Information, Spanish Caregiver Portal, and cadence and content of automated emails. Work done by Binti to configure such features is referred to as "Professional Services" and addressed in Exhibit B.
    i. Spanish Caregiver Portal: The entire Caregiver Portal can be offered in Spanish for Caregivers to use if Client provides Binti with the designated application forms in Spanish. Where Client requests a Spanish Applicant Portal, Binti shall provide a timeline for development of such portal, as determined in Binti's reasonable discretion. Where Client provides English forms for translation, translation work shall be subject to an additional cost and is subject to Binti's available resources.

k. Where Client requires or requests tracks separate from or additional to the Licensure and Re-licensure Tracks, those may be available at an additional cost to Client, as described in Section A.

l. Agency Services Provided Tracking & Reporting: Client Agencies may track one time or recurring services they provide to caregivers as well as the reimbursement or charge amount for these services provided. In addition, there is a comprehensive aggregate report of all services provided by an agency. Client Staff can see the services an agency provides for a given time period, track usage across all services, and directly calculate corresponding costs of the services. This report can be downloaded into a CSV format.

C. Client Staff Portal: For both the Licensure and Re-licensure Tracks, the following features are available to Client:

a. Dashboard View: As Caregivers complete the forms in the Caregiver Portal, the Application dashboard will display the percentage completion of applicant forms and supporting documents, completion of background checks and training hours, percentage completion of agency forms (completed by Client staff). The dashboard also shows key dates for the agency

including number of days since application signed, days since placement and another specific date of the client's choosing.

b. Dashboard view by status: Client Staff will be able to view both current/active and inactive applicants in separate tabs divided by status across the dashboard: Recruiting, Applying, In Renewal Process, Inactive, Dropped Out, Withdrawn, Denied, and Closed.

c. Agency Form Completion: Client staff will be able to complete forms within the dashboard (similar to the Caregiver Portal), such as the home study evaluation. As Client staff completes an online form, their answers are mapped to the appropriate place on Client's PDFs. Like the Caregiver Form, these forms can also be electronically signed (by one or both parties).
    i. Auto Population of forms: While the same question may be asked more than once across the same or different forms, the answer previously entered populates through into all spaces in which that same question is asked.
    ii. Conditional Logic within the forms either expands or hides relevant questions based on previously entered information

d. Background Checks: Client staff can indicate status/completion of applicant background checks, which are listed in the dashboard where Client so requires (i.e. DOJ requested, Adam Walsh, etc.). If a background check returns a result that requires an exemption/waiver, the details of the exemption process can be recorded in the dashboard

e. Trainings: Client staff can indicate completion date and time (or waive, as applicable) of specific trainings per applicant, per the Client's training requirements. Custom trainings (specific to certain individual(s) can also be logged by Client staff. Training in the Caregiver Portal is not automatically tracked in the Client Staff dashboard.

f. Complaints: Client staff can log specific complaints about caregiver(s), with dropdowns for complaint type and more detailed information about the allegation(s).

g. Case Notes: Client Staff can record case notes for a given caregiver, including note, date and type of case note.

h. Appeals: Client Staff can record if the caregivers have an active or historic appeal including key dates associated with that appeal and the outcome.

i. Pre-Approval placement: Client staff can record if a child has been placed in the caregiver's home pre-approval/licensure. They can add a child including name, date of birth, gender and create a placement period for that child

j. Reporting: Client Staff can generate the following reports in the dashboard:
    i. Background Check Exemptions: Table which displays an agency-wide list of active and historical background check exemptions.
    ii. Background Checks: Table which displays an agency-wide list of completed background checks.
    iii. Barriers to Licensing:
    iv. Case Loads: Shows case loads of each worker broken down by initial applications, renewals coming in next 60 days, and renewals coming up in more than 60 days
    v. Days Since Application Signed: Table which displays the number of days that have passed since a caregiver signed their initial application.
    vi. Days Since Placement Report: shows all cases categorized by whether there is an emergency (pre-licensure) placement in the home and how long the child has been there
    vii. Good Causes: Table which displays all unspecified and specified Good Causes (reasons why a caregiver has not been approved after 120 days). Subject to configuration by Binti.
    viii. License Appeals: Table which displays an agency-wide list of active and historical license appeals.

ix. Recruiting Progress Report: Shows the cohort of applicants that made an inquiry with Client in a certain month, and in what status those applicants are during the time of the report

x. Recruitment Sources: Table and bar graph which displays the reasons why caregivers were moved to the status of recruiting dropout, withdrawn, denied, or post-approval closed.

xi. Family Map: shows applicant families as pins on a map, with filter capability by applicant status

xii. Services: Table which displays services delivered to Caregivers. Client may customize the services which are tracked. Subject to configuration by Binti.

xiii. Status Changes: Table and line graph which displays the total number of status changes per status category.

xiv. Status Change History: Table which displays a detailed log of status changes made to applications.

xv. Status Change Reason: Graph based on reasons applicants have dropped out of the process

xvi. Team Performance: Table which displays all approvals, renewals, withdrawals, denials, and closures per agency worker. Also displays the average time to approval per agency worker.

xvii. Time to Approval Report: shows the amount of time it takes each family to be approved so that you can see trends over time as well as outliers

xviii. Training Attendance: Table which displays an agency-wide list of training attended by caregivers.

xix. Utilization: Table which displays an overview of Binti utilization by Client Staff.

k. Configurability: For the Licensure and Re-licensure Tracks, the Agency Forms, BintiSign, Training Curriculums offered, and Background Checks, are configurable by Client (subject to Binti's prior approval). Work done by Binti to configure such features is referred to as "Professional Services" and addressed in Exhibit B.

The Caregiver Management Essentials Module includes the following:

A. Client Staff Placement Dashboard ("Placement Dashboard"): Client staff will be able to access/manage families available to take placement(s) ("Family Placements"), access/manage children/youth awaiting placement or in care ("Intake Child"), and access/manage placement searches for specific children or sets of siblings. In addition:

a. Caregiver Placements: Staff will be able to see Caregiver Placements (where such caregivers were entered into Binti by way of import or manual entry) and their availability and capacity as well as basic characteristics/preferences related to a potential placement in their home

b. Relative Placement Information: The Placements Dashboard shows county/community (non-relative) caregivers and has a separate tab for relative caregivers. The relative caregivers tab also includes families that are still within the licensing process (clearly labeled) in the case that a pre-approval/emergency placement with a relative is needed.

c. Complaints and Licensing Information: the Placements Dashboard highlights any overdue renewals or trainings, as well as any open/outstanding Complaints against this caregiver (pulled from Licensing Module)

d. Hold Functionality: Where staff determine that a placement should be placed on hold, they can so indicate in the Placement Dashboard, along with a note about whether the hold is voluntary and if there is an end date applicable to the hold.

    e.   Dashboard Filters: Staff have the ability to filter Approved caregivers based on availability, location, preferences and specific attributes (e.g., emergency placement, medically trained, respite provider).

    f.   Map View: The ability to view Approved caregivers on a map, with the option to view within county boundary lines.

B. Child/Youth Referral Tracking: Client Staff can input information about Intake Children directly into Binti, indicating basic demographic information, school information, and strengths/placement recommendations. Siblings can also be directly connected in the system by entering the name of a child already within Binti (if not entered, first sibling can be entered and then additional siblings can then be added/connected).

    a.   All children/youth (which were entered into Binti by way of import or manual entry) can be viewed on the Children/Youth dashboard, displayed by status (awaiting placement, in care, and permanency/non-permanency exits). Client Staff can see whether a child is currently placed and name of current placement, as well as whether there's currently an in-progress placement search

    b.   Track placement of children who have been intake with placements and number of such children not placed.

    c.   Record when a child no longer needs a placement, the placement close date, and the reason the placement is no longer needed.

C. Search Functions Based on Child Characteristics and Needs ("View Matching Families"): On the View Matching Families dashboard:

    a.   Filter and view Caregiver Placements that could be a match for each child or sibling set based on the child characteristics and the caregivers' location and preferences (including both county/community and relative families, as applicable).

        i.   View these Family Placements either via list view or via Map View- the Map View shows pins for each Family Placement as well as separate pin/"graduation cap" for the child's community of origin and school location.

    b.   Record Placement Contact and Calling Logs: Client Staff can record individual contacts (such as phone calls) and the Caregiver Placements' responses. All calls made to a Caregiver Placement and the child/youth called on behalf of, as well as date and response can be viewed in a call log by Caregiver Placement or by Child/Youth.

    c.   Bulk Outreach: Client Staff may send mass email and text communication to potential Caregiver Placements to provide notification of an available placement opportunity. Both email and text communications provide the option to customize language used in the message. Text communication is one-way and does not allow conversation between Client Staff and Caregiver Placements. All outreach is automatically saved in calling logs.

D. Share Child Profile: When staff indicate in Binti that a child has been placed, they can opt to "Share Child Profile" with the new caregiver placement that has been indicated. This allows the family placement to view basic information about the child that has been placed with them, including the child's allergies, medications, school information, and strengths/interests. This information is found in the same application portal accessed by the family as part of the Licensing Module.

E. Reporting: Client Staff may generate the following reports:

    a.   Case Management Case Loads: Table displaying the number of active assignments per Client Staff.

    b.   Child Referral Demographics: Bar graph and table showing placement of children in community homes, private agency homes, or group homes. Change tabs to see information broken down by gender, ethnicity, and age. Referring agency information must be added on the child information page and placement search must be added for a child in order for information to be populated in this report.

    c.   Family Contact: Table displaying last contact with the caregiver/agency. Also shows the number of calls made regarding a potential placement in the past 12 months, and how many times they said 'yes' to placement.

    d.   Family Preferences Utilization: Table listing all caregivers and the date their preference were most recently updated, and by which worker.

    e.   Placements Case Loads: Open placement searches according to assigned Client Staff, and how many placements each worker secured each month. Also displays unassigned cases.

    f.   Permanency: Table that displays active, historical, and disrupted permanency goals for children in care of Client.

    g.   Placement History: Table displaying placement searches according to assigned Client Staff and how many placements each worker found each month. Also displays unassigned cases.

    h.   Sibling Placement: Pie chart and table displaying the proportion of children placed with all, some, or none of their siblings.

    i.   Time to Placement: Table showing how long (how many days) it took to find placement for a child and which placement types were contacted: county homes, private agency homes, and group homes.

F.   Children and Youth Dashboard with Requirements Tracking:

    a.   The Children and Youth Dashboard consists of features for managing the placement of a child. A Client may set up five (5) forms that are required to be filled out within 30 days of a placement. Additional forms requested by Client may be developed at an additional fee, as set forth in an applicable Order Form, if any.

    b.   Dashboard To Track Children & Manage Documentation: Client staff can view information about their child cases on the Children & Youth dashboard. This includes child photos, names, current placement, level of care, and requirements related to the child's placement due. In the Requirements due column, there is color coding: red identifies overdue and yellow identifies what is due. Clicking into the Requirements section reveals a specific requirements dashboard for each child in which staff can complete those required forms directly in Binti (see next section for details) or upload the required forms.

G.   Online Child Documentation & Forms Completion: Client Staff can fill out their specific agency forms directly in Binti. All the forms are mobile friendly, so Client Staff may complete their paperwork and case notes in the field. Similar to Binti's Licensing module, all information entered in Binti populates onto an agency's exact PDF forms, and all requirements can either be completed directly in Binti (which populates onto the designated PDF) or uploaded directly. Forms can be completed for individual children or sibling groups within the same placement to reduce duplication of effort. Client Staff can sign forms directly online and supervisors can access the various forms signed, make edits, and sign online as well.

The Caregiver Management Module includes all features of the Caregiver Management Essentials Module and adds the following:

H.   Reporting: Client Staff may generate the following reports:

    a.   Payments: Table that displays billable charges for children in care of Client based on the number of nights that a child was in care. Subject to configuration by Binti.

    b.   Services: Table which displays services delivered to children. Client may customize the services which are tracked. Subject to configuration by Binti.

I.   Children and Youth Dashboard with Requirements Tracking:

    a.   The Children and Youth Dashboard consists of features for one program referring to one specific type of service delivery (e.g. foster care, adoption, visitation, etc.). Each program consists of a unique set of forms (agency worker forms) and supporting documents, structured

on a specific schedule of requirements. Additional programs requested by Client may be developed at an additional fee, as set forth in an applicable Order Form, if any.

    b. Dashboard To Track Children & Manage Documentation: Client staff can view information about their child cases on the Children & Youth dashboard. This includes child photos, names, current placement, level of care, and requirements related to the child's placement due. In the Requirements due column, there is color coding: red identifies overdue and yellow identifies what is due in the next 30 days. Binti can customize requirement schedules to the individual agency. For example: tasks/forms due within a certain number of days of the child coming into care and tasks/forms due within certain time frames (every 30 days, every 6 months, etc.). Clicking into the Requirements section reveals a specific requirements dashboard for each child in which staff can complete those required forms directly in Binti (see next section for details) or upload the required forms.

H. Payment And Billing Tracking: Client may directly calculate various billing amounts including the amount paid to the family, the amount billed to the county or state, and/or the amount that goes to the agency per placement. The payments report can be configured by the child's level of care, age, county of origin, and placement type. The payments report can be filtered to see a subset of payment amounts based on date ranges, age, level of care, etc. The report is downloadable into a CSV format.

I. Agency Services Provided Tracking & Reporting. Client may track one time or recurring services they provide to children as well as the reimbursement or charge amount for these services provided. In addition, there is a comprehensive aggregate report of all services provided by an agency. Client Staff can see the services an agency provides for a given time period, track usage across all services, and directly calculate corresponding costs of the services. This report can be downloaded into a CSV format.

The Family Finding Module Includes:

The Family Finding Module will allow Client Staff the ability to identify, contact and engage with a child's relatives and fictive kin in order to make informed placements and to build the largest support network possible for each child. Binti will use commercially reasonable efforts to make the Family Finding Module available to Client in accordance with the following specifications:

- Create a Family Finding search to track the start and end dates of Family Finding services for each case, which will allow Binti to report on the time spent on Family Finding
- Assign multiple Family Finding Workers to a search whether they are clerical staff or Family Finding specialists and social workers
- View Family Finding Search Dashboard of all cases, workers assigned, status of the search, open or closed, and their start and end dates.
- Add a kin member's information including ICWA information. Allow for access across the agency for collaboration and ability for any users to add relatives they learn about.
- Manually track outreach made to kin to keep track of who you called and still need to reach out to. Track notes on what was shared during those outreaches in a recorded contact.
- Track relationships that you learn about through the outreach, including capturing complex family relationships as well as non-related extended family member relationships.
- Track kin's openness of support including if kin are open to placement, respite, visits, transportation, monitoring and more
- Easy to use dashboard lets Client Staff see at a glance which kin have been reached out to, their relationship with the child, and their openness for various supports
- Workflow Tracking: Social workers can easily track all their family finding efforts in one place, documenting identified connections, outreach efforts, and the level of supportive engagement a relative or fictive kin is interested in
- Seamless cross-functional collaboration allows permissioned-access between primary case workers

and family finding specialists so that any worker that identifies a kin member can enter the information and it can be easily seen by all other team members

- Integrated Search allow workers to search across various online databases and social media through Binti directly in order to identify a larger list of potential kin members
  - Search specifications: Each individual record that is accessed is counted as a Search. An example to offer clarity: if a Search is conducted on the mother of a child, and there are 11 results that come up, each report that is investigated to determine which report accurately represents the mother would count as an additional Search. Each individual Person Report with Associates, or "Comprehensive Report" as it is called in Binti, ran is also counted as a Search. The mother's comprehensive report would return social media information, risk flags, and relatives or associates who are tied to the mother. If the user were to click into each of the relatives' profiles, each look into each relative would also count as a Search. Some address and phone number information on the relatives and associates can be found within the mother's comprehensive report, so if the user only views information in the comprehensive report, that would not incur an additional Search.
  - Binti utilizes an integrated search partner Thomson Reuters '(CLEAR) for searches. Thomson Reuters will define usage terms with Client.

The Prevention Module includes:

Binti's Prevention/Services Referral Module allows Client to create and track services and coordinate with contracted providers who provide those services. This module has specific functionality to support Families First Prevention Services Act (FFPSA) requirements, including the ability to aggregate data for federal reporting and tracking of corresponding Evidence-Based Practices associated with each service. High-Level Features include:

- Centralized location to track all providers contracted with the Procuring Agency, along with the service(s) those providers provide. Multiple services and service rates can be added for each provider.
- Each service has the flexibility to include different ways of billing and rates for each service
- Ability for Procuring Agency to submit service referrals to providers, with each provider having its own Binti portal to login and manage service referrals. Providers can then log service provision and notes that correspond with their service referrals
- Data around services provided pulls through into reports that facilitate payment to providers and reporting on fiscal impact of services provided
- Dashboard and reporting functionality

Features across all Licensed Modules:
- Client may establish multiple levels of permissions/ access available, including agency admins, caseworkers, trainers, case carrying workers, placements workers, eligibility workers, and clerical workers.
- All users (including Caregivers, Affiliated Persons such as Other Adult and References, and Client staff) can access each Licensed Module from any secure computer, tablet or mobile device with access to a modern browser using username and password, or SSO (if enabled by Client)

API access includes the following:

- Binti's Application Programming Interface (API) is available to agencies as a method to programmatically connect systems for performing a secure data exchange. The Binti API provides access to agency data as defined by the core Binti data model.

- Binti has specific endpoints within our API available for data integration, as described here: https://binti.readme.io. Technical documentation is available upon request to provide additional information.
- Any additional set-up/configuration with regards to Binti's API (if any) for Client shall be discussed and agreed upon by both parties, and then would be described in Exhibit B (Professional Services)

AI Package Specifications:

Binti's AI package will include the following:
- A translation feature that allows caregivers to access and fill forms in select languages and translate the responses back into English for the agency worker
    - Caregivers can select certain languages when signing up to Binti to complete their foster care license application
    - Binti's Caregiver Portal will be translated instantly into that language (where available) including all helper text, prompts, links, and buttons.
    - The Caregiver will be asked the questions on the agency's forms in their selected language and will be able to answer in the same language
    - The Caregiver will be able to sign a copy of the form in their native language
    - The form responses will be translated back into English and presented to the assigned agency worker on Binti's documents page to assist in the evaluation of the family
- A transcription feature allowing workers to do voice transcription to create case notes and fill forms
    - Client Staff can access Binti's transcription feature via their mobile device with an internet connection
    - Client Staff can securely authenticate with the system before choosing a caregiver's case and adding a transcription.
    - Client Staff can talk to the system to transcribe a case note. The case note will be available for review in the caregiver's case notes section on Binti where it can be edited, discarded or saved
    - Client Staff can select a specific form to transcribe answers to the questions on the form.
    - The system will interact with the worker by asking the form questions out loud, allowing navigation to other forms or parts of the form and providing clarification on provided answers
    - The Client Staff's responses will be populated into the form. The form will be available for review from the Binti homepage where it can be edited, discarded or saved.

Exhibit B

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EXHIBIT C

SUPPORT AND SERVICE LEVEL AGREEMENT

This Support and Service Level Agreement ("SLA") is incorporated by reference into the Master Subscription and Services Agreement ("Agreement"). All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement above.

1. Service Availability. Binti will use commercially reasonable efforts to make the Licensed Modules available in accordance with the following standards:

System Availability Measure	Standard
Service monthly uptime ("Availability")	99.5%*

*Excludes scheduled downtime (of which Binti will give prior written notice and which Binti will schedule between the hours of 10PM and 4AM Pacific Standard Time).

2. Failure to Meet Availability Standards. In the event the Licensed Modules do not meet the Availability standard, Client will be eligible to receive a service credit as described below. Service credits are calculated as a percentage of the Fees paid by you for the Licensed Modules in a given billing cycle in accordance with the schedule below:

Monthly Availability	Service Credit Percentage
Less than 99.5% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 95%	15%
Less than 95%	25%

Binti will apply any service credits only against future payments or Fees otherwise due from Client. At Binti's discretion, Binti may issue the service credits as a refund in the original method of payment where no further fees are due or payable. Client's sole and exclusive remedy for any unavailability or failure to meet Availability standards or non performance of failure by Binti to provide the Licensed Modules is the receipt of Service Credits in accordance with the terms of this SLA.

To be eligible for service credits, Client will need to submit a written claim to Binti (SLA@binti.com) within thirty (30) days of the incident and include the following:

- Identification of the Licensed Module with respect to which Client is claiming the service credits, together with the specific dates, times and availabilities for the periods with less than 99.5% Availability
- Any supporting documentation that supports the claimed outage

3. Support. Binti will provide technical support ("Support") to Client from 9 AM-10 PM ET Monday through Friday during the Term except for national holidays in the United States and June 19th. Support may be non-live and/or limited for up to four (4) days per year due to staff training   To request Support, Client must contact Binti via Live Chat within family.binti.com, via phone at 844-424-6844, or via email at help@binti.com. Support will return/answer all messages received outside of the aforementioned hours during the following business day.

(a) Provision of Support. Binti will provide technical Support to the following Client technical contact, or his/her/their designate: [TO BE ADDED]. Binti will not be responsible for addressing or resolving Events (defined below) that Binti reasonably determines are caused by

Client's systems, any misuse of the Platform, and/or any breach of the Agreement.

(b) Events. "**Events**" are occurrences that impact the availability of the Platform, except for scheduled downtime, as determined by Binti in its reasonable discretion. Binti distinguishes among four classes of Events as follows:

(i) **Critical Event**: A complete loss of the Platform's functionality such that no user can use the Platform, with no workaround available.

(ii) **High Event**: The Platform's functionality is materially impaired such that at least approximately 10% of users cannot use the Platform for its intended purpose. There is a major impact on users and minimal functionality is available.

(iii) **Medium Event**: An event causing users to lose some level of functionality but users are still able to utilize the Platform for its intended purpose or an event not meeting the criteria of Critical or High because there is a workaround available which does not negatively impact the User from using the Platform for its intended purpose. Such events will be consistent and reproducible.

(iv) **Low Event**: Any other problems or issues that do not rise to Critical, High, or Medium events. Most users would not notice or be impacted if not addressed.

(c) Target Response Times. Binti will use commercially reasonable efforts to meet the following target time frames for response to Events, from the time Binti receives a Support request:

Event Level		Target Response Time
Critical		**4 hours or better**
High		**24 hours or better**
Medium		**3 business days**
Low		

(d) Resolution. Binti will use commercial reasonable efforts to resolve Events within a reasonable time following response, as determined in Binti's reasonable discretion after assessing the Event.

EXHIBIT D

THIRD PARTY ACCESS and DATA BREACH NOTIFICATION

This EXHIBIT D is incorporated by reference into the Master Subscription and Services Agreement ("Agreement"). All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement above.

The Client, The County of Monterey, as Licensee would like Authorized Agents Hartnell College, Seneca, and Aspiranet to have access to The Caregiver Portal and Client Staff Portal and Customer Data as provided in by Binti;

a. The parties hereby agree to add a Third Party Access and Data Breach notifications to the Agreement as follows:

"Where Licensee permits Authorized Agents Hartnell College, Seneca, and Aspiranet to access the Platform by way of Section 1(a) of this Agreement, in addition to the terms contained in the Agreement, the following terms shall apply:
   i. Licensee hereby authorizes Binti to provide Authorized Agent access to the Binti Application through the use of a unique username and password to the web interface.
   ii. Licensee shall require Hartnell College, Seneca, Aspiranet and its agents, employees and contractors to comply with terms no less stringent than those contained in this Agreement. Licensee shall be and remain responsible for Authorized Agents compliance with such terms and, to the extent permitted by law, Licensee shall defend, indemnity and hold harmless Binti from any and all claims arising from their breach of the Agreement.
   iii. Licensee represents and warrants that it has and will continue to have for the Term the requisite right and authority to share Licensee Data (including without limitation third party personal information) with Hartnell College, Seneca, and Aspiranet and that, to the extent permitted by law, Licensee will indemnify, defend and hold harmless any and all claims arising out of Hartnell College, Seneca, and Aspiranet access to or further processing, use, duplication, or interaction with Licensee Data.
   iv. Licensee shall communicate directly with Hartnell College, Seneca, and Aspiranet regarding any limitations on access to or the sharing of Licensee Data. Notwithstanding anything to the contrary herein or otherwise, Binti shall bear no liability with respect to Hartnell College, Seneca, and Aspiranet or its agents', representatives', or contractors' access, sharing, use, storage, transmission, reproduction and/or processing of Licensee's Data.

b. Data Breach:
Contractor shall at minimum perform bi-annual security/vulnerability tests/scans of the application and cloud environment and mitigate any issues found promptly. Contractor agrees to take reasonable steps to ensure that County information is kept in a private confidentially secure manner, including but not limited to auditing and verifying that Cloud Data containers containing County data under Contractor control are not publicly accessible and are secured according to industry standards.

Contractor agrees to utilize Cloud Services that are located in regions in the United States and agrees not to host any County data outside of the United States This includes assuring that only staff that are residents or citizens of The US have access to the County's Data.

Contractor agrees to use industry accepted tools and services to ensure the security of the Application and its environment including, but not limited to, National Vulnerability Database, vulnerabilities published by the Software

vendors (Adobe, Oracle, Java, Microsoft, etc.) and take appropriate controls to limit or reduce Security risks.

Contractor on a yearly basis shall provide assurances to County that security vulnerability tests/scans, server OS patches, MongoDB patches, Microsoft SQL patches, and any other 3rd party software patches have been applied. The notification shall include the number of high-risk vulnerabilities identified that were not remediated and any risk mitigation steps taken.

Contractor shall notify the county in writing after the discovery of any successful unauthorized computer intrusion attack that results in a suspected "Data Security Breach" as defined by California Civil code as expediently as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement via email to the following email addresses security@co.monterey.ca.us and 501-InformationSecurity@co.monterey.ca.us. The notification shall, at the least, include date/time of attack, IP addresses involved (if known), number of data records involved, attack vector, an mitigation strategies deployed, police or FBI-ic3 report numbers (if reported) and the contact information for Contractor's security team or incident management team for further follow up by County personnel.

Upon receipt of a termination notice and within ninety (90) days of the date of termination of this Agreement by either Party, Contractor will make County's Data available to County for export or download.
Contractor will make the application for the remaining 30 days in a read only to County for the purposes of testing the data files, perform verification, validation and data integrity on the files received. Contractor will provide County with a statement certifying to County that all data has been destroyed from all cloud platforms and any ancillary partner systems.

2. **Miscellaneous**. This First Amendment may for convenience, be signed in any number of counterparts, PDFs or facsimile copies with the same effect as if the signature to each such counterpart, PDF or facsimile copy were upon a single instrument. Signatures transmitted electronically by the parties (i.e., via e-mailed PDF) shall be effective to bind the parties. If any provision of this First Amendment is ever held to be illegal, invalid, void or unenforceable, then such term shall be deemed removed from this First Amendment, and the remaining provisions of this First Amendment shall remain in full force and effect. In the event of any conflict between any provision of the Agreement and this First Amendment, this First Amendment shall control. The parties acknowledge and agree that the Agreement, as amended by this First Amendment, constitutes the entire agreement between the parties and there are no other oral or written agreements between the parties with respect thereto. The Agreement, as amended by this First Amendment, may not be modified except by a writing signed by each of the parties hereto. Except as modified by this First Amendment, the Agreement shall remain in full force and effect.

EXHIBIT E

BINTI WEBSITE TERMS OF USE

Last updated: July 22, 2020

These Terms of Use govern your access to and use of Binti at www.Binti.com ("Site"), and the information and materials on this Site (the "Content") (collectively, the "Service"). This Site is operated by Binti ("Binti" or "we" or "us"). These Terms of Use constitute the entire agreement with respect to your access to and use of this Site and the Content.

Any use of the Binti Platform by a paying customer or its employees, contractor or third parties that the customer authorizes to assess the Binti Platform is subject to the terms of the current governing contract ("Agreement(s)"), such as Binti's Master Subscription and Services Agreement, between Binti and customer. Nothing in these Terms of Use should be construed to alter such Agreements.

By accessing or using this Service, you agree that you have read, understood, and accept these Terms of Use, our Privacy Policy, and all other policies or notices posted by us on our Service. IF YOU DO NOT ACCEPT OR AGREE WITH THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICE.

Binti reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Service following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Binti grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Service.

Terms of Restrictions on Access and Use

You may use this Site provided that (i) you are over 18 years of age, (ii) you are using the Site for your own individual use, (iii) you do not copy the Site, Service, or any part of it, (iv) you do not modify the Site or any part of it, and (v) you comply with all applicable laws, rules, regulations, and court orders.

Binti, its suppliers and service providers retain all right, title and interest (including all copyright, trade secret, patent and other rights) in and to the Services. If you give feedback on the Site, for example recommendations for improvements or features, such feedback will be deemed non-confidential and non-proprietary, and implementation of that feedback is owned by us and may become part of the Services without compensation to you. We reserve all rights in and to the Services unless we expressly state otherwise. The Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code, including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of Content, contained on the Services is owned, controlled, or licensed by Binti, and is protected by copyright, patent and trademark laws, and other various intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the Services and no Content maybe be copied, reproduced, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including mirroring) to any other computer, server, Website or other medium for publication or distribution or for any commercial enterprise, without Binti's express written consent.

You may download publicly-available Content on this Site only for your personal, non-commercial use, provided that: (i) you keep intact all copyright and other proprietary notices; and (ii) if your copying or use of copyrighted materials on this Site is other than "fair use" under federal copyright laws, you must seek permission directly from us.

Your access to and use of this Services may be terminated by us at any time without notice.

Your Responsibilities

You are responsible for your use of the Services. You agree to act within the bounds of common decency when using our Site. You agree not to stalk, harass, bully or harm another individual. You may not do any of the following:

- Violate any copyrights, and other proprietary or intellectual property rights in this Service or the Content;

- Solicit, collect or use the login credentials of other Binti users;

- Engage in any "data mining," "deep-link," "page-scrape," or use "bots/spiders" or similar data gathering and extraction tools or methods in connection with this Service or the Content;

- Decompile, reverse engineer, disassemble, lease, sell, distribute, or reproduce this Service;

- Transmit, post, submit or otherwise make available: (a) content that is unlawful, false, inaccurate, harmful, obscene, or otherwise objectionable, including but not limited to any content that infringes on any intellectual property right, proprietary, or privacy right; (b) viruses, Trojan horses or other harmful programs or material; or (c) not use any device, software or routine to interfere with the proper working of the Service, (d) advertising or promotional materials, "spam," or any other form of solicitation;

- With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, Binti prohibits the creation of and you agree that you will not create an account for anyone other than yourself;

- Misrepresent your affiliation with or impersonate any person or entity;

- Interfere with or disrupt this Service, including imposing an unreasonable or disproportionately large load on the infrastructure of the Service, or attempt to circumvent this Service's security features;

- Remove or modify any copyright notices, other proprietary notices, or references to these Terms of Use in the Content or on this Service;

- Misrepresent the Content or this Site, or misinform others about the origin or ownership of the Content or this Site; and

- Probe, scan, or test the vulnerability of the Site or any network connected to the Site, nor breach the security or other authentication measures on the Site or any network connected to the Site.

You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your Content, including but not limited to, copyright laws.

User Content

You are responsible for all content that you transmit or otherwise make available to the Service. Your access to and use of this Service may be monitored, including but not limited to, for the purpose of identifying illegal or unauthorized activities. All Personal Information collected from you is governed by our [Privacy Policy](#).

Termination

You agree that Binti may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine you have violated these Terms of Use or other agreements or guidelines which maybe be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Binti, for which monetary damages would be inadequate, and you consent to Binti obtaining any injunctive or equitable relief that Binti deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Binti may have at law or in equity.

Disclaimers

THE SERVICE, INCLUDING, WITHOUT LIMITATION, BINTI CONTENT, IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER BINTI NOR ANY EMPLOYEES, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY, THE "BINTI PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICE; (B) THE BINTI CONTENT; (C) USER CONTENT; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO BINTI OR VIA THE SERVICE. IN ADDITION, THE BINTI PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

THE BINTI PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE BINTI PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE BINTI PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE BINTI PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.

BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE AND SERVICE.

YOU UNDERSTAND AND AGREE THAT BINTI IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN EXPECTANT PARENTS, BIRTH PARENTS, PROSPECTIVE FOSTER/ADOPTIVE PARENTS, OR ADOPTION/FOSTER CARE SERVICE PROVIDERS, NOR IS BINTI A LICENSED ADOPTION/FOSTER CARE AGENCY, LAW FIRM, OR FACILITATOR. BINTI HAS NO CONTROL OVER THE CONDUCT OF EXPECTANT PARENTS, BIRTH PARENTS, PROSPECTIVE ADOPTIVE/FOSTER PARENTS, ADOPTION/FOSTER CARE SERVICE PROVIDERS, AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU UNDERSTAND THAT BINTI DOES NOT SOLICIT OR MATCH SPECIFIC BIRTH PARENTS, CHILDREN, OR PROSPECTIVE ADOPTIVE/FOSTER PARENTS AND THAT BINTI DOES NOT PROVIDE LEGAL OR THERAPEUTIC COUNSELING SERVICES.

Limitation of Liability; Waiver

Any use of the Binti Platform by a paying customer or its employees, contractor or third parties that the customer authorizes to assess the Binti Platform is subject to the Agreement between Binti and customer.

UNDER NO CIRCUMSTANCES WILL THE BINTI PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICE; (B) THE BINTI CONTENT; (C) USER CONTENT; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICE; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE BINTI PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICE; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; OR (H) ANY DAMAGE TO ANY USER'S

COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE BINTI PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE). IN NO EVENT WILL THE BINTI PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY.

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF BINTI'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE BINTI PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEBSITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE BINTI PARTIES.

BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

BINTI IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

Indemnification

Any use of the Binti Platform by a paying customer or its employees, contractor or third parties that the customer authorizes to assess the Binti Platform is subject to the Agreement between Binti and customer.

You agree to defend (at Binti's request), indemnify and hold the Binti harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) your Content or your access to or use of the Service; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; (v) any misrepresentation made by you; or (vi) any acts, conduct, or content by third parties, including but not limited to any negligent acts or omissions. You will cooperate as fully required by Binti in the defense of any claim. Binti reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Binti.

Notice

Where Binti requires that you provide an e-mail address, you are responsible for providing Binti with your most current e-mail address. In the event that the last e-mail address you provided to Binti is not valid, or for any reason is not capable of delivering to you any notices required or permitted by this Agreement, Binti's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Binti via email at contact@binti.com and such notice shall be deemed given when sent by confirmed e-mail.

Electronic Communications

The communications between you and Binti use electronic means, whether you visit the Site or the Service or send Binti emails, or whether Binti posts notices on the Site or Service or communications with you via email. For contractual purposes, you (1) consent to receive communications from Binti in an electronic form; and (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that Binti provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

Territorial Restrictions

The information provided within the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Binti to any registration requirement within such jurisdiction or country.

California Users And Residents

Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about Binti must be addressed to our agent for notice and sent via email to contact@binti.com. California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

General

If any provision of these Terms of Use is unlawful, void or unenforceable, then that provision will be deemed severable from the remaining provisions and will not affect their validity and enforceability. The failure by Binti to enforce any provision in these Terms of Use will not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time. California law, without regard to conflict of laws provisions, will govern these Terms of Use. We will have the right to use for any purpose, free of charge, all information or content submitted via this site except those submissions made under separate legal contract.

Binti may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against Binti's rights or property of visitors to or users of the Site, including Binti's customers. Binti reserves the right at all times to disclose any information that Binti's deems necessary to comply with any applicable law, regulation, legal process or governmental request. Binti may also disclose your information when Binti determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

Contact

If you have any questions or concerns, please email us at contact@binti.com.

Monterey County
Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-17207
a. Approve and authorize the Director or designee of the Department of Social Services to sign a non-standard agreement with Binti, Inc. for the provision of licenses and support for Resource Family Approval software for the period of February 1, 2025 to January 31, 2027, in the amount of $56,936; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($5,694) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $62,630.

PASSED AND ADOPTED on this 14th day of January 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 14, 2025.

Dated: January 16, 2025
File ID: A 24-587
Agenda Item No.: 26

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy