<u>MASTER SUBSCRIPTION AND SERVICES AGREEMENT</u>

This Master Subscription and Services Agreement ("**Agreement**") is made as of [_____], 2017 ("**Effective Date**"), between Binti, Inc. with an address at 155 9ᵗʰ St. San Francisco, CA 94103 ("**Binti**"), and Monterey County Department of Social Services, with an address at 1000 South Main Street, Salinas, CA 93901 ("**Licensee**"). Binti and Licensee will be referenced to individually herein as "**Party**" and collectively as the "**Parties**."

Binti has developed a Software-as-a-Service platform, as described at www.binti.com ("**Platform**") that allows users to apply online to become approved to foster children and that allows social workers to manage their approval workflow online ("**Authorized Purpose**"). This Agreement governments a relationship whereby Binti will (i) grant Licensee access to the Platform; and (ii) perform the professional services set forth on **Exhibit A** attached hereto ("**Professional Services**," together with the Platform, the "**Services**"). Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. <u>Proprietary Rights</u>.

   (a) <u>Platform</u>. Subject to the terms and conditions of this Agreement, Binti hereby grants to Licensee during the Term (defined below) a non-exclusive, non-transferable, and non-sublicensable license to allow its employees and contractors who have been issued valid access credentials from Binti ("**Authorized Users**") to access and use the Platform solely to help facilitate foster care and adoptions for children. Binti shall provide access to an unlimited number of Authorized Users, in any role type, to Licensee. Binti will provide access to the Service to potential Resource Family applicants ("**End-Users**") who obtain valid access credentials from Binti, subject to Binti's Terms of Use and Privacy Policy. Licensee shall not be bound by Binti's Terms of Use or Binti's Privacy Policy. No Licensee users shall be deemed End Users through Licensee's usage of the Platform under the terms of this Agreement. Binti will provide Licensee with the support services set forth in **Exhibit B** attached hereto. Platform shall provide the features including, but not limited to, those listed in **Exhibit C** attached hereto.

   (b) <u>Restrictions</u>. Licensee 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 except as permitted under Section 1(a); (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; or (vi) use the Platform in a manner that violates this Agreement, any third party rights or any applicable laws, rules or regulations.

   (c) <u>Binti Ownership</u>. Except for the rights granted to Licensee in Section 1(a) above and Licensee's rights to Data (defined below), as between the Parties, Binti retains all right, title and interest, including all intellectual property rights, in and to the Platform (including all Updates thereto) and all aggregated and de-identified information that Binti's systems or applications automatically collect regarding use of the Platform and its performance ("**Diagnostic Data**") (which, notwithstanding anything to the contrary, Binti may fully exploit). All rights that Binti does not expressly grant to Licensee in this Section 1 are reserved and Binti does not grant any implied licenses under this Section 1.

   (d) <u>Licensee Ownership</u>. As between the Parties, Licensee owns all data, information and other materials submitted to the Platform or Binti by Licensee or Authorized Users (which, for clarity, excludes Diagnostic Data) (collectively, "**Data**"). Licensee hereby grants to Binti a non-exclusive and non-transferable (except under Section 10) license to use and host the Data, solely to provide the Services. Upon termination or expiration of this Agreement for any reason, Binti will permit Customer to download all Data from the Platform in .csv format for a period of 12 months.

2. <u>Use of the Services</u>.

   (a) <u>Binti's Obligations</u>. Binti will use commercially reasonable efforts to make the Service available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (defined below). Binti will maintain commercially reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Data.

   (b) <u>Licensee's Obligations</u>. Licensee acknowledges and agrees that it is responsible for the use or misuse of the Service by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a breach by Licensee of this Agreement.

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3. Professional Services.

(a) General. Subject to Licensee's compliance with the terms and conditions of this Agreement, Binti will perform the Professional Services in accordance with any specifications set forth in **Exhibit A**. Each Party will communicate with the point of contact set forth in **Exhibit A** in connection with the Professional Services. Licensee 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 Licensee obligations described in **Exhibit A** in a timely manner; and (iii) responding to Binti's reasonable requests related to Professional Services in a timely manner. Notwithstanding anything in **Exhibit A** to the contrary, Binti will not be liable for any delays in performing the Professional Services that arise, in whole or in part, from Licensee's acts or omissions, including, without limitation, its failure to comply with this Section 3(a).

(b) Intellectual Property Rights. 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 Licensee 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 Licensee under **Exhibit A** 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. Fees.

(a) Fees. Licensee will pay Binti (i) $28,000 for access to the Platform during the Initial Term (defined below) and for Professional Services set forth in Sections 2(a)-(b) of Exhibit A hereto (collectively, "**Fees**"). Licensee will pay all Fees prorated for each 12-month period at the beginning of each 12-month period. All Fees will be due and payable within thirty (30) days from the date of confirmed receipt of invoice in the office of the Licensee's Auditor/Controller. Except as expressly set forth herein, all Fees are non-cancellable and non-refundable.

(b) Fee Increases. Binti in its sole discretion may increase the fees due for any Renewal Term (defined below) in an amount not to exceed 3% more than the fees payable during the immediately preceding term of the same length to adjust for inflation; provided, however, that Binti may increase the fees by an amount deemed necessary by Binti in its sole discretion during any Renewal Term in connection with enhancements and/or improvements made to the Platform or Professional Services only by written amendment signed by both parties.

(c) Taxes. 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**"). Licensee is responsible for paying all Taxes associated with its receipt of the Services (except for any Taxes based on Binti's net income).

5. Confidential Information.

(a) Definition of Confidential Information. 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 Licensee. 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; (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party; or (v) is contained within, or the existence of, this Agreement and future amendments to this Agreement.

(b) Protection of Confidential Information. 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) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law, rule, regulation, or ruling applicable to it to do so, including presentations to the Monterey County Board of Supervisors and release under the California Public Records Request Act 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.

6. Term and Termination.

(a) Term. This Agreement will commence on the Effective Date and continue for a period of 12 months ("**Initial Term**"). Thereafter, this Agreement may be renewed, only by mutual written amendment signed by both parties for additional consecutive terms of twelve (12) months (each, a "**Renewal Term**", together with the Initial Term, the "**Term**").

(b) Termination. Either Party may terminate this Agreement for any or no reason (in its sole and absolute discretion), upon 60 days written notice to the other Party. If Binti terminates for any reason other than unremedied material breach by Licensee, then Binti shall refund a prorated portion of Fees already paid for the current term. Either Party may terminate this Agreement upon thirty (30) 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 thirty (30)-day notice period. Upon termination (except for termination by Binti pursuant to the immediately preceding sentence), the Licensee will have access to the Platform for the remainder of the then-current Term, and Binti will supply the Licensee with an export of the Licensee's Data. Upon termination for material breach by Licensee, Binti will supply Licensee with an export of Licensee's Data within 15 days following termination.

(c) Effect of Termination. Upon expiration or termination of this Agreement for any reason, the licenses granted by each Party will automatically terminate and all outstanding Fees owed pursuant to Section 4 will become immediately due and payable. The provisions of Sections 1(b), 1(c), 2(b), 3(b), 4, 5, 6(b), 6(c), 7, 8, 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) Licensee. Licensee further represents and warrants that: (i) it owns or otherwise has sufficient rights to the Data to grant the license set forth in Section 1(d); and (ii) no 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.

(c) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH UNDER THIS SECTION 7, BINTI MAKES NO PROMISES, REPRESENTATIONS, OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND BINTI HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING.

8. Limitations on Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (I) EXCEPT WITH RESPECT TO SECTION 9, IN NO EVENT WILL BINTI'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED SIX (6) TIMES THE (FEES PAYABLE TO BINTI DURING THE TERM ; 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, OR CONSEQUENTIAL 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.

9. Indemnification.

(a) Licensee. 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 Licensee or any of its

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Authorized Users in connection with the Service, then Licensee 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) Binti. If a Third Party Claim is asserted against Licensee or any of its affiliates, officers, employees or contractors (each, a "**Licensee Released Party**") alleging that the Platform (not including any Data) infringes, violates, or misappropriates such third party's intellectual property or proprietary right(s) ("**Infringement Claim**"), then Binti will defend the Licensee Released 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 Licensee 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 Licensee a pro-rata portion of the Fees. Notwithstanding the forgoing sentences of this Section 9(b), Binti will have no liability for an Infringement Claim if the actual or alleged infringement results from (a) any breach of this Agreement by Licensee or any Authorized Users; (b) any modification, alteration or addition made to the Platform by Licensee or any Authorized Users, including any combination of the Platform with software not provided by Binti; (c) any failure by Licensee or any Authorized Users to use any Updates made available by Binti; or (d) any settlements entered into by Licensee or costs incurred by Licensee for the Infringement Claim that are not pre-approved by Binti in writing.

(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.

Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling such Party to seek injunctive relief in addition to all available remedies. 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 that either Party may assign this Agreement or any rights under it without prior written consent to 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. 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. This Agreement will be governed by and construed under the laws of California without reference to its 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. This Agreement may be modified or amended only by a writing signed by both Parties. 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. All waivers made under this Agreement must be made in writing by the Party making the waiver. 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: Felicia@binti.com; and in the case of Licensee: decarlik@co.monterey.ca.us 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 electronic mail is sent to the recipient. Binti will not be liable or responsible to Licensee, 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**"). 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.

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11. Insurance Requirements

a) Evidence of Coverage Prior to commencement of this Agreement, Binti shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, Binti shall provide a certified copy of the policy or policies. Binti shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the Licensee has approved such insurance. The approval of insurance shall neither relieve nor decrease the liability of Binti.

b) Insurance Coverage Requirements Without limiting Binti's duty to indemnify, Binti shall main in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

Workers' Compensation Insurance, if Binti employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

Professional Liability Insurance, if required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or professional regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, Binti shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

c) Other Insurance Requirements Commercial general liability and automotive liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of BINTI's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by Licensee and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Binti's insurance.

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12. Signature Page

BINTI, INC.

By: _____

Name: _____

Title: _____

LICENSEE

By: _____

Name: Elliott Robinson_____

Title: Director of Monterey County Social Services

Approved as to Form

Anne Brereton_____
Deputy County Counsel_____

9-27-17

Approved as to Fiscal Provisions

By: _____

Title: _____

9-J2-17

EXHIBIT A

PROFESSIONAL SERVICES

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. <u>Contact</u>. The principal contacts in connection with the Professional Services are as follows:

Binti:	Licensee:
Name: Felicia Curcuru	Name: Karen DeCarli
Title: CEO	Title: Management Analyst II
Address: 155 9th St. San Francisco CA 94103	Address: 1000 South Main Street, Suite 205
Phone: 732-547-3957	Phone: (831) 755-8596
Email: Felicia@binti.com	Email: decarlik@co.monterey.ca.us

2. <u>Services</u>. Binti will use commercially reasonable efforts to provide the following Professional Services:

(a) <u>Data Migration</u>. Migrate Data into the Platform based on reasonably written instructions from Licensee within 4 weeks of receiving data with documentation from Licensee.

(b) <u>Form Customizations</u>. Customize up to 40 documents provided to Binti by Licensee for inclusion within the Platform within 4 weeks of Licensee providing the documents. Customizations will be made for licensee during onboarding process and through the Term of this Agreement. Licensee is responsible for providing necessary requested information to Binti which will include, but is not limited, to agency's applicant PDF forms, agency's reference forms, agency's cleaned historical data to be imported into the tool, agency's caseworker forms, agency's required filters, agency's required reports to Binti and Binti shall provide:
   1: Applicant online forms will be customized according to the forms of the agency
   2: Reference form customized to agency reference form
   3: Caseworker forms (e.g., written assessment) customized to agency's caseworker forms
   4: Existing RFA data migrated into Binti system so that all data can be tracked in one place

Any additional Professional Services to be performed by Binti will be mutually agreed upon by the Parties in writing and attached to this <u>Exhibit A</u> as successively numbered Schedule "A"s (*e.g.*, Schedule A-1, Schedule A-2, etc.).

This <u>Exhibit A</u> is accepted and agreed upon as of the Effective Date set forth in the body of the Agreement.

BINTI, INC.   **LICENSEE**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

SUPPORT

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.   Support. Binti will provide technical support to Licensee from 9AM-6PM Pacific Standard time every day during the Term except for national holidays in the United States ("**Support**"). To request Support, Licensee must contact Binti at 844-424-6844 or via email at contact@binti.com.

   (a) Provision of Support. Binti will provide Support to the following Licensee contact:

   Karen DeCarli at (831) 755-8596 decarlik@co.monterey.ca.us,

   Arthur Lomboy at (831) 796-3557 LomboyAB@co.monterey.ca.us,

   Helen Bryant at (831) 755-8427 BryantH@co.monterey.ca.us,

   Charlene Lord at (831) 755-8458 LordC@co.monterey.ca.us

   Authorized Users designated by Karen DeCarli, Helen Bryant and Charlene Lord in the RFA unit and community partners, such as Hartnell College.

   (b) Binti will not be responsible for addressing or resolving Events (defined below) that Binti reasonably determines are caused by Licensee's systems or any misuse of the Platform.

   (c) 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 three classes of Events as follows:

   (i) **Class 1 Event:** A complete loss of the Platform's functionality such that no user can use the Platform.
   (ii) **Class 2 Event:** The Platform's functionality is materially impaired such that at least approximately 10% of users cannot use the Platform for its intended purpose.
   (iii) **Class 3 Event:** Any other problems or issues, including, without limitation, any general questions about the Platform or problems that do not rise to Class 1 Events or Class 2 Events.

   (d) Target Resolution Times. Binti will use commercially reasonable efforts to meet the following target time frames for resolution of Events from the time Binti receives a Support request:

Class	Target Resolution Time
1	4 hours or better
2	24 hours or better
3	5 business days

   (b) Scheduled Maintenance Downtime. Binti will schedule maintenance between the hours of 10PM and 4AM Pacific Standard time. Binti will provide Licensee with reasonable advance written notice of scheduled downtime. Binti may access the Platform during the scheduled maintenance downtimes for maintenance purposes and to implement Updates, bug fixes and/or any other changes that Binti deems necessary or advisable.

   (c) Resolution. If Binti has not resolved an Event within the targeted time frame, then, upon Licensee's written request, Binti and Licensee will discuss a resolution plan. From that point forward until the issue is resolved, Binti will notify Licensee's designated contact of the status of resolution at least once daily.

   (d) Twice-monthly Check-In calls. During the Term of this Agreement, Binti and Licensee, at a mutually agreeable time, shall conduct Check-In calls twice per month. There shall be no cost for the Check-In calls and the time shall not be counted towards the provided training hours.

2.   Training. The Parties agree that Binti will provide training to Licensee Authorized Users during the Term at no additional cost to Licensee. This may include, by way of example only, a web-based tutorial about how to use the Platform. Training will not exceed a total of 25 hours during the Term except if the Licensee hires new employees, then Binti shall provide up to 5 hours of additional training for each new employee hired by Licensee.

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EXHIBIT C

BINTI FOR FOSTER CARE – APPROVALS MODULE FEATURES

o Applicant features:
  - RFA applicants can create a username and password, which lets them access the online RFA application process, and access their application from any computer, tablet or mobile device using their secure username and password
  - Applicants can automatically reset their password if they forget it, using a secure reset password process that uses email verification
  - Unlimited number of applicant accounts available
  - RFA applicants can complete application online through online forms customized for agency
  - Applicants can save their progress and come back later to complete it, using their username and password
  - Once an applicant finishes an online form, the software automatically populates their answers to the appropriate places on the RFA PDF documents
  - Applicants are only asked each question once, and the software can populate that answer on every form that asks that question, reducing duplication (for example, we only need to ask the applicant's name once and all forms asking the name will be filled in)
  - Application has conditional logic, which allows different questions depending on previous answers. For example, if a user answers "Yes" to having a car, the software can ask for copies of the car registration and insurance.
  - Ability for RFA applicants to e-sign their applications and necessary agreements
  - Applicants will have ability to upload documents as attachments to their applications to specific application questions designated as attachment questions by taking photo with phone and uploading or scanning and uploading (for example, copy of photo ID)
  - For attachment questions, applicants will have option to attach online or to hand physical copy to their case worker in person if they prefer
  - Applicants can list references' names and emails, and the software automatically will email those references, requesting that they complete a reference
  - Applicants can access all their completed paperwork and download them in the "My documents" section of the website
  - Reference users will be able to click the link from the automated email they receive and complete and e-sign an online reference form
  - Reference users will get a reminder email 3 days after the initial request if they have not completed the reference, and another 3 days later
  - Applicants will get an email notification after each reference user completes a reference which will tell them which references are done and which are outstanding
  - Ensure security of all personal data, including through database encryption
  - Applicants and reference users will be able to complete the online paperwork via computer, tablet or mobile phone since software is mobile-optimized
  - Enable co-applicant and other adults in the home to complete their portion of the application online too
  - Caregiver can select whether they are a single applicant or two applicants, which will adjust the forms (asking questions for each one or two applicants)

o Admin/Agency features:
  - Specified agency team members will be granted access to create a username and password to log into software to the administrative dashboard
  - Unlimited number of admin user accounts
  - Multiple levels of admin access available, including agency admins (who can access all applicant data), caseworkers (who can only access their caseload), and trainers (who can only access training log). Additional levels of admin access available upon request.
  - Admin users will be able to view all applicants' answers to online forms

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- Admin users will be able to download and print all application materials including signed application materials, as well as supporting documents (such as copy of photo ID)
- Admin users can assign applications to a specific caseworker. Applications can be sorted by caseworker.
- Admin users can customize email notifications to receive notifications when new application is assigned to them, when certain applications are started and completed, and when references are complete for certain applications. Notifications can be used to RFA team as well as neighboring teams who need to know when an application is complete (for example, eligibility or placements).
- Admin users have ability to give access to specific applicant's application materials to certain external partners via the tool (for example, specific Foster Family Agencies)
- Agency admins (highest level of admin access) can add new agency admins, caseworkers and trainers to their agency and remove access if someone leaves the agency
- Agency admins can control and customize training curriculum offered and required by applicants
- Trainers (or agency admins or caseworkers) can log which parents have attended which training modules
- Case workers and supervisors can see a training log of which parents have attended which trainings
- Agency admins can complete their necessary forms (for example, written assessment) online through e-forms and e-sign forms. Agency forms are customizable.
- Ability to filter families by various attributes (according to any question asked to applicants or on agency forms). For example, can sort by if child is in home, days since placement, whether family is relative/NREFM/community/probation and any other attributes in database.
- Agency admins can export full csv file of data for custom analysis
- Ability for caseworker to record case notes for a given family, including note, date and type of case note
- Ability for caseworkers and recruiting team to record follow-ups with family, including planned date of follow up and follow up note. Each person can easily see their required upcoming follow up reminders.
- Enable agency to customize which background check steps are required for their agency (e.g., CACI requested, CACI complete, etc.)
- Enable caseworkers to mark background check tasks complete, including which background check, status, data, and notes. Ability to handle criminal history exemptions if applicable.
- Caseworkers can generate pre-populated templates for RFA final paperwork based on answers from caregivers to reduce duplication across forms
- Remind RFA families and caseworkers when they are up for annual renewal in time to complete it. Enable renewal paperwork in similar way to initial application paperwork.
- Ability to record when CAP or DAP is required, as well as record if and how it is resolved
- Ability to record complaints, as well as record if and how it is resolved
- Ability to track when CPR and First Aid expires for an applicant and remind both the family and the caseworker to ensure it is renewed in time
- Entire application will available in Spanish upon receiving translated version
- Recruiting team can add new potential applicants from recruiting efforts, record which recruiting efforts each came from, set follow up reminders for them, and track to see which ones went ahead with the application. This can measure the effectiveness of recruiting efforts.
- Ability to track ongoing training requirements and completions (not just initial pre-service training to get approved)
- Ability to change the status of an application between various statuses (for example: interested, applying, approved, self-withdrawn, PSW-withdrawn, denied), as well as sort families by status
- Application report shows admin users in real-time, where each applicant is in the process and what is outstanding for each of the major steps (forms, supporting documents, references, medical clearance, TB test, trainings, background checks, case worker forms)

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