

MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Master Subscription and Services Agreement (“**Agreement**”) is made as of April [1], 2018 (“**Effective Date**”), between Binti, Inc. with an address at 1999 Harrison Street Suite 1575, Oakland, CA 94612 (“**Binti**”), and San Bernardino County, with an address at 412 W. Hospitality Lane, San Bernardino, CA 92415 (“**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 governs 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. Proprietary Rights.

(a) **Platform**. 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 will provide access to the Service to end-users who obtain valid access credentials from Binti, subject to Binti’s Terms of Use and Privacy Policy. Binti will provide Licensee with the support services set forth in **Exhibit B** attached hereto.

(b) **Restrictions**. 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) **Binti Ownership**. Except for the rights granted to Licensee in Section 1(a) above and Licensee’s rights to Data (defined below), as between the Parties, Binti retains all right, title and interest, including all intellectual property rights, in and to the Platform (including all Updates thereto) and all aggregated and de-identified information that Binti’s systems or applications automatically collect regarding 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) **Licensee Ownership**. 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. The physical location of the data center where Data is stored shall be within the continental United States. Remote access to Data from outside the United State, including remote access to Data by authorized Binti support staff, is prohibited.

2. Use of the Services.

(a) **Binti’s Obligations**. Binti will use commercially reasonable efforts to make the Service available twenty-four (24) hours per day, 365 days per year (excluding scheduled maintenance downtime set forth in Exhibit B) and any unavailability caused by Force Majeure Events (defined below). If the Platform monthly availability averages less than 99.9% for three or more months in a rolling twelve month period, Licensee may terminate this Agreement for material breach. Binti will provide Licensee with reasonable advanced written notice of any major upgrade or changes that will affect the Platform availability. Binti will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data. Binti shall provide Licensee reasonable access to Platform security logs, latency statistics, and other related security data related to the Service and Data at no cost to Licensee.

(b) **Licensee’s Obligations**. 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.

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) for access to the Platform during the Term and for Professional Services set forth in Sections 2(a)-(b) of Exhibit A hereto, and (ii) for the Web Development Professional Services described in Section 2(c) of Exhibit A hereto]] (collectively, "Fees"). The fee structure will be as follows:

Year 1: \$212,000

Year 2: \$174,000

Year 3: \$135,000

Every subsequent 12-month period after the 36-month Initial Term, the fee will be \$212,000.

(b) Licensee will pay all Fees for the initial 36-month term at the beginning of the term, for a total of \$521,000. All Fees will be due and payable within sixty (60) days from the date of the applicable invoice issued by Binti. Except as expressly set forth herein, all Fees are non-cancellable and non-refundable. Except as expressly set forth herein, Binti will provide all services for the entire 36-month term.

(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; or (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.

(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) Required Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is required by law to do so. The Receiving Party will give the Disclosing Party prior notice of disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

(d) Breach Notification. Upon discovery or reasonable belief of any Data breach, Binti shall notify Licensee within by the fastest means available and also in writing twenty-four (24) hours after discovery. Binti shall include in the written notification: (i) the nature of the breach; (ii) the Data accessed, used, disclosed, or otherwise compromised; (iii) the person(s) who accessed, used, disclosed, and/or received the Data; (iv) actions Binti has or will take to quarantine and mitigate further damage; and (v) correct action Binti has or will take or prevent future breaches.

6. Term and Termination.

(a) Term. This Agreement will commence on the Effective Date and continue for a period of **thirty-six (36) months** ("**Initial Term**").

(b) Termination. Either Party may terminate this Agreement for any or no reason (in its sole and absolute discretion), upon written notice to the other Party. 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. Upon termination by either party for any reason, Binti will supply the Licensee with an export of the Licensee's Data.

(c) Effect of Termination. Upon expiration or termination of this Agreement for any reason, the licenses granted by each Party will automatically terminate and, except for Licensee's termination for Binti's material breach, 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(c), 7, 8, 9, 10 and all defined terms used in those Sections will survive any expiration or termination of this Agreement.

(d) Upon termination by licensee, Binti shall refund licensee any prepaid fees covering subsequent twelve (12) months terms that have not started yet. Licensee will need to give Binti 30 days written notice prior to term starting to receive the refund of prepaid fees.

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 EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED 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. Licensee agrees and acknowledges that Binti bears no responsibility or liability alleging or arising from any third party claim (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 Authorized Users in connection with the Service.

(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 foregoing 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; or (c) any failure by Licensee or any Authorized Users to use any Updates made available by Binti.

(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. Insurance. Binti agrees to provide insurance in accordance with the requirements set forth in Attachment 1 hereto.

11. 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. 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: [dford@hss.sbcounty.gov]. 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 first business day after a facsimile or 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.

BINTI, INC.

By: _____

Name: _____

Title: _____

COUNTY OF SAN BERNARDINO

By: _____

Name: Robert A. Lovingood

Title: Chairman, Board of Supervisors

ATTACHMENT 1

INSURANCE

Binti agrees to provide insurance set forth below in accordance with the requirements herein. If Binti uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Binti agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services. Without in anyway affecting the indemnity herein provided and in addition thereto, Binti shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability: A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Binti and all risks to such persons under this contract.

Commercial/General Liability Insurance: Binti shall carry General Liability Insurance covering all operations performed by or on behalf of Binti providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

Automobile Liability Insurance: Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Binti is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Binti owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Cyberliability Insurance: With limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving violation, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Customer entities and cover breach response cost as well as regulatory fines and penalties.

Umbrella Liability Insurance: An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Additional Insured – All policies, except for the Workers' Compensation, shall contain endorsements naming the Licensee and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Licensee to vicarious liability but shall allow coverage for the Licensee to the full extent provided by the policy.

Waiver of Subrogation Rights – Binti shall require its carriers to waive all rights of subrogation against the Licensee, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Binti and Binti's employees or agents from waiving the right of subrogation prior to a loss or claim. Binti hereby waives all rights of subrogation against the Licensee.

Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Licensee.

Severability of Interests – Binti agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Binti and the Licensee or between the Licensee and any other insured or additional insured under the policy.

Proof of Coverage – Binti shall furnish Certificates of Insurance to the Licensee Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Binti shall maintain such insurance from the time Binti commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Binti shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.

Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Licensee has the right but not the obligation or duty to cancel the contract, without incurring any cancellation or termination charges, or obtain insurance if it deems necessary and any premiums paid by the Licensee will be promptly reimbursed by Binti or Licensee payments to Binti will be reduced to pay for Licensee purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the Licensee. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Licensee. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Licensee, inflation, or any other item reasonably related to the Licensee’s risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Binti agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the Licensee to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Licensee.

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. Contact. The principal contacts in connection with the Professional Services are as follows:

Binti:	Licensee:
Name: Felicia Curcuru	Name: Nicky Hackett
Title: CEO	Title: Deputy Director
Address: 1999 Harrison St Ste 1575, Oakland CA 94612	Address: 412 W Hospitality Lane, San Bernardino CA, 92415
Phone: 732-547-3957	Phone: 909 891-3568
Email: Felicia@binti.com	Email: nhackett@hss.sbcounty.gov

2. Services. Binti will use commercially reasonable efforts to provide the following Professional Services:

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

(b) Form Customizations. Customize up to 60 documents provided to Binti by Licensee for inclusion within the Platform within 4 weeks of Licensee providing the documents.

(c) Web Development. Develop custom public facing website with specifications agreed upon between Licensee and Binti within 4 weeks of Licensee providing requested information from Binti.

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

This **Exhibit A** is accepted and agreed upon as of the Effective Date set forth in the body of the Agreement.

BINTI, INC.

By: _____

Name: _____

Title: _____

County of San Bernardino

By: _____

Name: Robert A. Lovingood

Title: Chairman, Board of Supervisors

EXHIBIT B

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: **[the individual will be designated by Nicky Hackett]**. 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.

(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 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.

(c) **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:

<u>Class</u>	<u>Target Resolution Time</u>
1	4 hours or better
2	24 hours or better
3	5 business days

(d) **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.

(e) **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.

2. **Training**. The Parties may agree in writing upon commercially reasonable training that Binti will provide to Licensee Authorized Users during the Term. 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.