



Order Form

Binti, Inc.

1111 Broadway Suite 300

Oakland, CA 94607

Order Form for:	Date Provided	Valid until
Fresno County	05/05/2025	09/30/2025

Licensed Modules, Professional Services, and Fees

Licensed Module	Fees - Year 1
RFA Module	\$175,000
Placements Module - Including FFAs (Licensing & Placements Module)	\$175,000
AI Module	\$99,000
Family Finding and Engagement - 8 Clear seats included	\$375,000
Total Amount	\$824,000

Licensed Module	Fees - Year 2
RFA Module	\$175,000
Placements Module - Including FFAs (Licensing & Placements Module)	\$175,000
AI Module	\$99,000
Family Finding and Engagement - 8 Clear seats included	\$375,000
Total Amount	\$824,000

Licensed Module	Fees - Year 3
RFA Module	\$183,750

Placements Module - Including FFAs (Licensing & Placements Module)	\$183,750
AI Module	\$103,950
Family Finding and Engagement - 8 Clear seats included	\$393,750
Total Amount	\$865,200

Licensed Module	Fees - Year 4
RFA Module	\$192,937.50
Placements Module - Including FFAs (Licensing & Placements Module)	\$192,937.50
AI Module	\$109,147.50
Family Finding and Engagement - 8 Clear seats included	\$413,437.50
Total Amount	\$908,460

Licensed Module	Fees - Year 5
RFA Module	\$202,584.38
Placements Module - Including FFAs (Licensing & Placements Module)	\$202,584.38
AI Module	\$114,604.88
Family Finding and Engagement - 8 Clear seats included	\$434,109.38
Total Amount	\$953,882.02

Order Start Date: Upon Execution

Billing Frequency: The Fees for the Initial Term shall be invoiced in advance.

Payment Terms: Net 30 from

Payment Method: Manual Invoice



This Order Form is subject to the Master Subscription and Services Agreement between the parties ("Agreement"), dated on or around 5/23/2025. 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.

BINTI, INC.

Fresno County

By: Jamie Gray

By: _____

Name: Jamie Gray

Name: Ernest Buddy Mendes

Title: Assistant Secretary

Title: Chairman of the Board of Supervisors

Notice Address:

FOR ACCOUNTING USE ONLY

205 W. Pontiac Way

Fund/Subclass: 0001/10000

Building 2

Org: 56107064

Clovis, CA 93612

Account: 7870

MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Master Subscription and Services Agreement ("Agreement") is made as of June 24, 2025, ("Effective Date"), between Binti, Inc. with an address at 1111 Broadway, Suite 300, Oakland, California 94607 ("Binti"), and Fresno County, with an address at 333 W Pontiac Way Clovis, CA 93612 ("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/>) 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.

3. Professional Services.

(a) General. 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) 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 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. Fees.

(a) Fees. 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) Fee Increases. Following the Initial Term, Binti in its sole discretion may increase the fees annually at each twelve (12) month anniversary of the Effective Date during the Term in an amount not to exceed 5% more than the fees payable during the immediately preceding twelve (12) months period 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 or in connection with enhancements and/or improvements made to the Platform or Professional Services.

(c) Payment. All Fees are due and payable within thirty (30) 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. Late Fee payments will accrue interest at the rate of one and one half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Binti retains the right, in its sole discretion, to suspend Platform access and providing

Professional Services for Client's failure to pay all undisputed invoices, or portions thereof, in a timely manner.

(d) 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"). 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. 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 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) 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 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. Term and Termination

(a) Term. This Agreement will commence on the Effective Date and will continue for an initial term of twenty-four (24) months (the "Initial Term"), unless earlier terminated in accordance with the terms of this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for up to three (3) additional one (1) year renewal terms (each, a "Renewal Term"), unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Notwithstanding the foregoing, this Agreement will remain in effect 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) Termination. 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 thirty (30) calendar days' written notice of termination of the Agreement due to lack of available funding. 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. Within sixty (60) 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) Effect of Termination. Upon expiration or termination of this Agreement for any reason, all outstanding Fees owed pursuant to Section 4 will become immediately due and payable. 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.

(d) Survival. The provisions of Sections 2(b), 2(c), 2(e), 2(f), 3(b), 4, 5, 6(b), 6(c), 6(d), 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) 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, 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY, BINTI'S LIABILITY FOR CLAIMS ARISING UNDER SECTION 9 SHALL BE LIMITED TO ONE MILLION U.S. DOLLARS (\$1,000,000).

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 foregoing 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.



BINTI, INC.

By: Jamie Gray

Name: Jamie Gray

Title: Assistant Secretary

Date: 6/5/2025 PDT

Fresno County

By: _____

Name: Ernest Buddy Mendes

Title: Chairman of the Board of Supervisors

Date: _____

Notice Address:

205 W. Pontiac Way

Building 2

Clovis, CA 93612

FOR ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000

Org: 56107064

Account: 7870

EXHIBIT A **SPECIFICATIONS**

This Exhibit A defines the specifications of each Licensed Module, as set forth on Client's Order Form (usually Page 1 of the Agreement). Binti will use commercially reasonable efforts to make the below features available to Client.

The Licensing (RFA) 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. 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
- i. 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, 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.

- j. 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.
 - k. 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 Placements 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 intaken 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:
- 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.
 - 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 Family Finding Module Includes:

- A. 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.

AI Package includes 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

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:	Fresno County
Name: Veronica Davis	Name: Jason Young
Title: Head of Project Management	Title: IT Division Manager, DSS
Address: 1111 Broadway, Suite 300, Oakland, California 94607	Address: 205 W. Pontiac Way, Stop 109, Clovis, CA 93612
Phone: 844-424-6844	Phone: (559) 600-0828
Email: pmo@binti.com	Email: jasyoung@fresnocountyca.gov

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

- A. The license of the RFA Approvals module for all applicants and social workers across up to 15 Fresno County Foster Family Agencies (FFAs)
- B. The license of the Placements software for all social workers across Fresno County Child Welfare Services and up to 15 Fresno County FFAs
- C. Training for all agency workers both upfront and ongoing
 - a. Binti will provide up to 40 hours of live training to Client Authorized Users during the Term. This may include, by way of example only, a web-based tutorial about how to use the Platform. During the implementation phase, Binti, at its discretion, may also provide access to a module-specific learning management system (LMS) to support on-demand, self-paced training. In addition to the live training hours described above, Binti may, at its discretion and based on implementation needs, provide additional training hours to ensure successful onboarding and adoption of the Platform by FFA staff and county agency users, as applicable.
- D. Import of historic data
 - a. Binti will support migration of FFA data into the Platform related to RFA Approvals, provided that such Data complies with Binti's reasonable written requirements and on a timeline to be established by Binti following Binti's receipt of both the Data, which such timeline shall depend on the status and amount of Data. Where the Client migration requirements or data are complex beyond what Binti considers to be a standard Data migration, Binti shall inform Client in writing and the deadline shall be extended by the number of days required to account for the complexity, as determined in Binti's reasonable discretion.
- E. Configuration of all Fresno County RFA forms (both up front and if/when forms change)
 - a. Binti will support the configuration of the RFA Approvals dashboard, consisting of features for one Approvals track, known as Resource Family Approval (RFA). Binti will configure available settings and up to 60 of the Client's requirements (inclusive of forms and upload requirements). This standardized Approvals track will be implemented for up to 15 Foster Family Agencies (FFAs) affiliated with the Client.
 - b. Each participating FFA may contribute personalized welcome messaging and agency-specific settings to be applied to their instance of Binti.



- c. These configurations will be completed on a timeline to be established by Binti following the Client's submission of forms and required information, as well as the submissions of authorized personalizations from each participating FFA. Customization work is limited to 100 hours within the first twelve (12) months following execution of the Agreement, and 20 hours annually for each subsequent year of the term. Binti reserves the right to charge its then-current hourly rate for customization work exceeding those limits.
- F. Monthly check-ins to get feedback and make sure things are going well
- G. Ongoing feature improvements and fixing any issues
- H. Unlimited number of users
- I. Customer support (through email, phone and live chat for both applicants and agency teams)

AI Package Services:

Binti will use commercially reasonable efforts to provide the following Services. Any unused Services will expire at the end of the specified Term.

- A. Transcription Hours. 3,960 hours of transcriptions across all agencies.
- B. Forms. 39,600 form answers filled out by Binti's AI function across all agencies.
- C. Case Questions. 148,500 case questions within the AI chat function across all agencies.
- D. Horizontal Forms. Five (5) additional forms across all agencies.

This Exhibit A-1 is accepted and agreed upon as of the Effective Date set forth in the body of the Agreement.

[SIGNATURE PAGE TO FOLLOW]

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

BINTI, INC.

By: 

Name: Jamie Gray

Title: Assistant Secretary

Fresno County

By: _____

Name: Ernest Buddy Mendes

Title: Chairman of the Board of Supervisors

Notice Address:

205 W. Pontiac Way

Building 2

Clovis, CA 93612

FOR ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000

Org: 56100764

Account: 7870

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. 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:

<u>Event Level</u>	<u>Target Response Time</u>
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.

Addendum 1

Family Finding Terms and Conditions

These Family Finding Terms and Conditions ("Family Finding Terms") apply to Client's use of the Family Finding Module. Where there is a conflict between them and the MSSA and the Family Finding Terms, these Family Finding Terms shall control.

1. **Fees, Searches.** The fees for Client's use of the Family Finding Module are as set forth in the Order Form ("Search Fees"). Where Client purchased under an applicable Order Form the ability to leverage the Integrated Search functionality of the Family Finding Module, such functionality shall be made available to Client on a transaction basis, as agreed to be the parties in such Order Form.
 - a. **Transaction Model.** Where Client purchases Searches on a transaction-by-transaction basis ("Transaction Model"), the fees will be calculated using the number of Searches to be used by Client and the type of Searches to be used by Client. The total fees Client is permitted to incur with respect to the Searches estimated in the Order Form shall be referred to as the "Search Fee Cap."
 - b. **Search.** A "Search" is a query (executed via an API call between Binti and Thomson Reuters' Risk & Fraud Solutions, which is initiated by Client's end users) conducted by a Client via the Integrated Solution which yields information about a person using Thomson Reuters' Risk & Fraud Solutions API in the form of a record. Each individual record that is accessed qualifies as a Search. There are five different types of Searches available for use via the Integrated Search functionality: Person Search, Person Report, Person Report with Associates, Person Report with Web Analytics Add On, and Person Report with Real Time Incarceration Records Add On.
 - c. **Search Limits.** The Search Fee Cap for the Transaction Model will reflect a blended fee that assumes a certain number of each Search type that will be used by Client. Each Search type carries a different individual rate. By way of example: Thomson Reuters' Risk & Fraud Solutions provides pricing that provides for Person Searches that cost \$1 and Person Report with Associates that cost \$2. Client estimated to Binti that it would use 100 Person Searches and 50 Person Report with Associates Searches. Using this estimate, the Order Form would reflect a Search Fee Cap of \$200 for an estimated 150 Searches. If Client uses 150 Person Searches and 25 Person Search with Associates (175 searches at a total cost of \$200), the Search number would not control; the Search Fee Cap would control, so the 150 estimate would not be the limiting factor. Client may switch from the Seat Model to the Transaction Model, or vice versa, within the Term of their Agreement, provided that the Fees associated with the then current Order Form do not decrease.
 - d. **Current Thomson Reuters' Risk & Fraud Solutions Customers.** If Client is a current Thomson Reuters' Risk & Fraud Solutions customer at the time of execution of the Order Form and purchased the Family Finding Module with access to the Integrated Search functionality, Client's ability to conduct Searches (and the cost associated therewith) will be as set forth in your existing agreement with Thomson Reuters' Risk & Fraud Solutions for the remainder of your then-current term.
 - e. **Fee Increases.** Following the Initial Term, Thomson Reuters' Risk & Fraud Solutions in its sole discretion may increase the Search Fees annually at each twelve (12) month anniversary of the Effective Date during the Term in an amount not to exceed 8% more than the fees payable during the immediately preceding twelve (12) months period to adjust for inflation.

2. **Overage.** Binti will regularly report to Client how many Searches Client has incurred. When Client reaches the Search Fee Cap associated with their purchase of Searches ("Search Cap"), they will be required to purchase additional Searches ("Overage Searches") in order to continue using the Integrated Search functionality. If no additional Searches are purchased, Client will not be entitled to use the Integrated Search functionality.
 - a. **Overage Fees.** Where Client notifies Binti in writing (with email being sufficient) that it wants to purchase Overage Searches at least thirty (30) days from the date on which it is estimated to reach its Search Cap, such Overage Searches will receive the same pricing discount, if any, as applicable to Searches purchased in the then current Order Form, plus any then current year over year cost increases implemented by Thomson Reuters' Risk & Fraud Solutions. By way of example: if Client purchased 2000 Searches in November for use over a two-year term, is receiving a 90% discount on Searches, and is estimated to reach the Search Cap on October 1 of Year 1, it must notify Binti no later than September 1 of its desire to purchase additional Searches. Such Searches will be quoted to Client at the same 90% discount (regardless of the number of Searches being purchased), plus the year over year percentage increase being charged by West at that time that would apply on the November 1 date (for reference, the current fee increase is 5% for multi-year terms and 8% for one year terms).
 - b. If Client notifies Binti of the intent to purchase Overage Searches less than thirty (30) days before the date it is estimated to reach its Search Cap, then Thomson Reuters' Risk & Fraud Solutions then-current non-discounted Search pricing from Thomson Reuters' Risk & Fraud Solutions will apply. Client agrees to pay to Binti any fees associated with Overage Charges in full.
3. **Transaction Model Terms.** Client understands and agrees that the number of Searches provided for in the Order Form is an estimate that corresponds to the Searches that will be permitted under the Search Fee Cap. The Search Fee Cap is calculated using the number of each type of Search that Client estimated to Binti that it would use. If Client uses more or less of any type of Search and that usage would exceed the Search Fee Cap, the Search Fee Cap will operate to limit the ability to conduct Searches, even if the number of estimated Searches provided for in the Order Form has not yet been reached. Client's use of the Transaction Model shall comply with Thomson Reuters' Risk & Fraud Solutions' terms of services and applicable law.
4. **Third Party Technology and Consents.** Client understands and agrees that the Family Finding Module incorporates third party technology, including that of Clear, West and/or Thomson Reuters. Binti expressly disclaims all warranties associated with such third party technology and services, including without limitation, any service level agreements, any performance in accordance with specifications, quality of any such data resulting, and/or any availability requirements. Client agrees that any claims with respect to the availability or performance of the Search functionality and/or the quality, accuracy and/or reliability of the data received by Clients therefrom (e.g., records provided pursuant to Search queries) shall be asserted directly against Thomson Reuters' Risk & Fraud Solutions and not Binti. Client further agrees that Binti may receive from West Client's Search transaction related information (i.e. number of Searches conducted and types of Searches conducted) for the purposes of allowing Binti to report to Client its usage rates.

5. **Credentialing.** Client understands and agrees that its ability to use the Integrated Search functionality and leverage Thomson Reuters' Risk & Fraud Solutions' services will be contingent on Client (a) agreeing to Thomson Reuters' Risk & Fraud Solutions' then-current terms of service and (b) being approved to use such services following Thomson Reuters' Risk & Fraud Solutions' credentialing process. Client acknowledges that Binti is not involved in either process and that Client's failure to adhere to such terms and/or failure to pass the credentialing process, and Binti's resulting inability to allow Client to use the Integrated Search functionality, shall not be a breach or default by Binti under the Agreement and that no refund and/or terminations rights will be associated therewith. Client agrees that any claims with respect to the agreement between Thomson Reuters' Risk & Fraud Solutions and Client and/or the credentialing process will be asserted directly against Thomson Reuters' Risk & Fraud Solutions.
6. **Indemnity.** To the extent allowable under applicable law, Client agrees to defend, indemnify and hold harmless Binti from any losses, claims, damages, liabilities or costs (including reasonable attorneys' fees) associated with (a) Client's failure to pay Overage Charges; and/or (b) Client's breach of Thomson Reuters' Risk & Fraud Solutions' terms of services and/or applicable law.
7. **Product Specifications.** Binti will use commercially reasonable efforts to make the Family Finding Module available to Client in accordance with the following specifications:
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. The module will include access to the following features:
 - **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 social workers 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
 - **Built-in Reports** including a reasonable efforts report document outreach efforts to each identified connection and potential placement options and supportive connections found



- **Integrated Search** allows workers to search across various online databases and social media through Binti directly in order to identify a larger list of potential kin members
 - Binti utilizes an integrated search partner Thomson Reuters' Risk & Fraud Solutions for searches. Thomson Reuters will define usage terms with Client.