General Services Administration

Federal Supply Service

Authorized MULTIPLE AWARD SCHEDULE Price List

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage™, a menu-driven database system. The internet address for GSA Advantage™ is: http://www.GSAAdvantage.gov.

BINTI, INC.
1212 Broadway – Suite 200
Oakland, CA 94612-1805
Phone: 844-484-6844
CEO: Felicia Curcuru
Email: felicia@binti.com
https://binti.com/

Multiple Award Schedule
INFORMATION TECHNOLOGY

Contract Number: 47QTCA20D00EJ
Period Covered by Contract: Sept 2, 2020 – Sept. 1, 2025

Pricelist effective as of Contract Award

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at fss.gsa.gov
1a. AUTHORIZED SPECIAL ITEM NUMBERS (SINs):

<table>
<thead>
<tr>
<th>SIN</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>OLM</td>
<td>Order-Level Materials</td>
</tr>
</tbody>
</table>

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN: See Price List

1c. SERVICES OFFERED: Software is offered on a Term Basis. Software support and services are included

2. MAXIMUM ORDER PER SIN:

<table>
<thead>
<tr>
<th>SIN</th>
<th>MAXIMUM ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

3. MINIMUM ORDER: $0

4. GEOGRAPHIC COVERAGE (DELIVERY AREA): Domestic Only

5. POINT OF PRODUCTION: United States

6. BASIC DISCOUNT: Prices listed are net, discounts have been deducted and the Industrial Funding Fee has been added

7. QUANTITY DISCOUNT: Pricing is established based upon blocks. Blocks are based upon the number of children registered in a Child Welfare System. The larger a welfare system is, additional pricing discounts are applied. Please refer to awarded pricing.

8. PROMPT PAYMENT TERMS: Net 30 - Information for the ordering offices: prompt payment terms cannot be negotiated out of contractual agreement in exchange for other concessions

9a. GOVERNMENT PURCHASE CARDS ARE ACCEPTED UP TO THE MICRO-PURCHASE THRESHOLD.

9b. GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.

10. FOREIGN ITEMS: None
11a. **TIME OF DELIVERY:** As negotiated with the Ordering Agency

11b. **EXPEDITED DELIVERY:** Contact Contractor

11c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact Contractor

11d. **URGENT REQUIREMENTS:** Contact Contractor

12. **F.O.B. POINT:** FOB Destination

13a. **ORDERING ADDRESS:** Binti, Inc.
1212 Broadway – Suite 200
Oakland, CA 94612-1805

13b. **ORDERING PROCEDURES:** For supplies and service the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3

14. **PAYMENT ADDRESS:** Same as Ordering Address

15. **WARRANTY PROVISION:** Standard Commercial Warranty

16. **EXPORT PACKING CHARGES:** Not Applicable

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** Contact Contractor

18. **TERMS AND CONDITIONS OF RENTAL:** Not Applicable

19. **TERMS AND CONDITIONS OF INSTALLATION:** Not Applicable

20a. **TERMS AND CONDITIONS OF REPAIR PARTS:** Not Applicable

20b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES:** See Terms and Conditions Section

21. **LIST OF SERVICE AND DISTRIBUTION POINTS:** None
22. **LIST OF PARTICIPATING DEALERS:** None

23. **PREVENTIVE MAINTENANCE:** Software is offered on an annual term basis. Technical support is included.

24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (E.G., RECYCLED CONTENT, ENERGY EFFICIENCY AND/OR REDUCED POLLUTANTS):** Not Applicable

24b. **SECTION 508 COMPLIANCE INFORMATION:** Not Applicable

25. **DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER:** 079852063

26. **BINTI HAS REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE.**

   **CAGE CODE:** 7Q852
Software Module Descriptions

Company Overview

Binti is a unique mission-driven company founded on the core value of putting the child first, and is committed to the promise of developing and implementing innovative technologies to enable all youth to meet their full potential. Binti was founded to serve child welfare. Our CEO, Felicia Curcuru, saw the challenges of the foster and adoption process after her sister struggled with the process of adopting two children, and knew that technology could empower agencies to close the gap between the lack of foster/adoptive parents and the demand for safe and loving homes. She built a team of both child welfare professionals and leading Silicon Valley engineers to create a Software as a Service (SaaS) solution for both families and agencies to simplify and ease the licensing process. Since launching this first product, Binti’s Licensing Module, with the City and County of San Francisco in January 2017, Binti has grown quickly to serve over 80 child welfare agencies in 13 states, serving 17% of the children in care nationwide. Binti has grown so quickly due to measurable, positive results. On average, agencies license 60% more families per year after working with Binti compared to before. They also license families 20% faster in terms of days to approve in the first year after launch with Binti. Social workers estimate Binti saves 20-40% of their time. Binti is proud of our loyal customer base - none of the agencies that Binti has launched with have stopped using Binti.

In response to the request of our customers, Binti has also expanded our product array to include a seven-module solution as part of a Comprehensive Child Welfare Information System (CCWIS) solution. Each of the modules can be launched independently and integrated with existing child welfare systems via a bi-directional API. Modules include:

- Licensing
- Placements
- Case Management
- Eligibility and Payments
- Intake/Hotline
- Investigations
- Family Finding

This modular approach gives states the flexibility to bring on the best solution at the most strategic time. An overview of each of these 7 modules is outlined below.

Licensing

Binti’s Licensing Module helps agencies to recruit, and approve more high quality families more quickly to provide care for youth. Secure online portals for applicants, references and other adults in the home allow them to complete their application paperwork online and at their own pace, using a simple user-friendly interface. An integrated staff dashboard allows staff to track progress, review outcomes, prioritize, and complete all of their work online from any mobile device, in the field or at the office. All forms are digitally filled out and signed, and all key data points are tracked. The Licensing Module is the class leader and is widely used across the country in over 80 agencies serving 17% of the children in care. Highlighted features include:

- Increase recruitment and approval of foster families:
  
  By allowing applicants to apply online through a link on a public recruiting website, agencies using Binti have seen a 60% increase in the number of approved (compared to the prior year baseline) due to the streamlined application process and systematic tracking and management of all processes online. More family options means that children can be placed in homes that meet their unique needs and are closer to their communities. This improves well-being for children and facilitates permanent relationships.

  Applicants can access their foster parent application portal from any computer, tablet or mobile device using their secure username and password, and all users save their progress as they go, easily picking up where they left off.
User-friendly dashboards for all users allow them to easily track their progress, and different steps are paced and parcelled out to encourage success. All documents are produced to agency specifications with digital text and e-signatures, and kept organized in a repository that can be easily accessed by multiple users, depending on their access level. All documents can also be uploaded simply via mobile device or scanner if applicants are unable to access (or do not wish to use) the online applicant portal.

- Decrease time to approval and ensure that families (including kin) are able to complete the process and provide a safe home for children:

Binti has been designed specifically to assist social workers in approving families more quickly by building in functionality to streamline processes, reduce duplication, eliminate errors, and prioritize work. Agencies working with Binti achieve a 20% reduction on average in the number of days it takes them to approve foster families.

- Access information to monitor progress and manage workflows:

Key to Binti’s outcomes are the staff portal and dashboards, which surface essential information on each applicant for each caseload, allowing staff to see in real-time where each applicant is in the process and what is outstanding for each of the major steps (forms, supporting documents, references, medical clearance, trainings, background checks, case worker forms, etc). Staff, supervisors and administrators can select from extensive filter options to help them prioritize their time on applications that need the most immediate attention, and easily sort applicants by multiple characteristics. Configurable reminders provide for flexibility for staff and applicants to set email alerts that match their work style and help them to keep moving applications forward.

All aspects of the licensing process are tracked and monitored seamlessly online. Training and background check requirements are integrated and tracked as they are completed. Attendance at training is tracked online in real time, and contracted training staff can be granted access levels to take attendance and monitor progress. Complaints are recorded, screened, assessed and documented, including the response, investigative steps and disposition. Staff can complete all steps of the licensing process online, including all forms, data tracking and approvals.

- Enhance collaboration by sharing information between public and private agencies:

Binti allows information to be shared securely on our HIPAA-compliant platform between multiple levels so that agencies can monitor progress of contracted agencies in real time. Agency and sub-agency workflows can be easily configured to reflect their unique processes. Multiple access levels allow for State agencies to monitor progress for all families served by both public and private agencies, while agencies only access the information for their families. Flexible approval protocols allow public agency staff to approve designated sections of applications if needed. Binti’s API also allows for Binti to share information to and from other data systems.

- Gain insights and make informed decisions based on robust reporting:

Binti’s insights from all of our agencies and users have helped us to develop a unique set of built-in reports that help you to identify barriers, track trends, and manage staff performance and workload. These are integrated across all modules.
Applicant/Prospective Foster Parent Dashboard

Application Forms

<table>
<thead>
<tr>
<th>Forms</th>
<th>Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caregiver Application</td>
<td></td>
</tr>
<tr>
<td>Register for Training</td>
<td></td>
</tr>
<tr>
<td>Supporting Documents</td>
<td></td>
</tr>
<tr>
<td>Live Scan Fingerprints</td>
<td></td>
</tr>
<tr>
<td>Health Questionnaire</td>
<td></td>
</tr>
</tbody>
</table>

Staff Home Dashboard, featuring caseloads and dates for both initial and renewal applications
Placements

Binti’s Placements Module helps agencies find and reach out to the best family for every child. This module has a dashboard allowing agency workers to view all families (including kinship, private agencies and group homes if applicable) on a table view along with their capacity, availability, location and child preferences. There’s also the built-in ability to easily sort and filter placement options based on capacity, availability, location, preferences and special flags (e.g., emergency placement, medically trained, respite provider). This module is currently being used by over 25 agencies across the country, with no agency having discontinued use once starting. Special features include:

- **Filter for the Best Match:**
  Search for matching families based on a child's characteristics, the family’s location, preferences, and ability to take sibling groups. Binti tracks all child referrals received, with filters by multiple characteristics selected by the agency, including age, gender, ethnicity, and geography. This allows agencies to see which referrals were placed with agency families and which the agency was not able to accommodate. On the product improvement roadmap for the current year are enhanced matching features to include strengths and interests of youth and caregivers. Information for Group Homes and Residential Facilities can also be entered into the system, and all types of families are tracked, including kinship placements. Complaints and investigations are flagged for the placements team when looking at the placements dashboard so they can see the details of the complaint to determine if the placement should be placed on hold.

- **Keep Children in their Communities and Siblings Together:**
  Agency workers can easily see available families sorted by distance from community of origin, both through the main dashboard as well as through a map, which displays available placement options of all types and notes the proximity of the child(ren)’s school and community of origin. Sibling groups are tracked and one-click functionality allows for search for placements that can accommodate sibling groups.
● Coordinate Tasks and Contact Families Efficiently:
Placements team can enter call logs from calls/emails/interactions with families/private agencies/group homes related to finding a placement for a child. Batch email functionality allows workers to send child placement information to a group of selected families (and private agencies and group homes, if applicable) simultaneously.

● Measure Impact through Robust Reporting:
Multiple reports allow for all users to gain insight into key key processes and outcomes. The Child Referral Demographics Report allows workers to easily see which demographics of children are being placed in family homes vs private agencies vs group homes. The Family Contact Report shows how recently each family has been contacted and also how frequently a family has said yes to a placement relative to the number of times they’ve been contacted. These can help an agency determine if a family may need to update their preferences. An agency can also see placement success through the Time to Placement Report and Time in Home Report, showing how long it is taking to find placements for children and the length of time children are remaining in their placements.

Placements Dashboard
Child and Sibling Search

Case Management

Binti’s Case Management Module empowers agency staff to stay on top of their caseload, with the goal of achieving safety, permanency, and well-being for children and families. Workers can easily see the children on their caseload, when their next visits are due, as well as when other requirements are due (medical visits, form due dates, etc). They can complete their work online and e-sign documents. Families also have a portal where they can login and upload requirements. It leverages many of the built-in, proven features of Binti’s Licensing and Placements Modules. Key features of the case management module include:

- Compliance and Document Tracking:
  Case management workers can see their caseload of children, including child photo, child name, current placement, level of care, and requirements due, with a color-coded dashboard that helps workers prioritize what is overdue and coming due soon. Binti sets the requirement and schedules specific to your agency, including: tasks or forms due within certain number of days of the child coming into care; tasks or forms due within certain time frames (every 30 days, every 6 months, etc); and tasks or forms due on specific schedules (medical and dental forms, etc.).

- Case Plan Milestone Tracking:
  Case plans can be configured with milestones to meet goals based on the specific needs of the child and family. These dates are then surfaced to the case management dashboard for both the worker and supervisor to see. Compliance requirements are set according to the schedules of care for the agency, with different contact, services and form requirements based on the level of care. Case planning tools integrate family teams into the process, and are linked to assessments. Multiple assessment models and tools are integrated based on those used by the agency. The case planning process promotes critical thinking by staff by surfacing assessments and family/youth strengths and integrating them into case plan documentation.

- Online Family Portal:
  Binti’s portal for foster families carries through to the Case Management module, allowing staff to better engage with foster families by allowing them to easily complete and upload ongoing requirements and forms online (e.g. medical forms). Critical information such as training progress, renewal progress, and staff and agency contact information is also available on the portal. Additional portals for bio families and older youth are under development that will allow agencies to increase engagement with families and youth and families to actively participate in the case planning process.
Web and Mobile Access:
Staff can complete nearly all tasks, paperwork and documentation online using their mobile device from the field. Online forms have the same functionality and benefits of the Licensing module, including conditional logic, automatic population across forms to reduce duplicate entry, etc. Families can complete ongoing forms and requirements online in Binti and can have access to complete on their mobile phone given that Binti is mobile friendly.

Case Management Dashboard

Eligibility and Payments
Binti’s Eligibility and Payments Module empowers eligibility and payments teams to calculate and manage payments to each provider as well as determine Title IV-E eligibility, ensuring that families receive timely and accurate payments and that agency revenue is maximized. This module leverages the features of the Licensing and Placements modules. Parts of the Eligibility and Payments module are already live in many agencies as part of our Placements module, including ability to see payment amounts needed to be paid to families and facilities based on payment information. For the rest of the module, Binti has spent hundreds of hours shadowing its existing customers to inform the development of this module and has built out a first version of the other parts of this module in partnership with them, and it will launch soon with existing customers. Key functionality and features include:

- Automated eligibility determination to promote efficiency and transparency
  All of the steps for IV-E eligibility determination are built in to the web-based application, with built in documentation of how eligibility is verified. Key data points and barriers to eligibility determination are surfaced, and staff can prioritize their work to ensure that they meet deadlines. As in all of Binti’s modules, staff, supervisors and administrators can track eligibility rates and accuracy across caseloads to maximize productivity and increase the federal participation rate.

- Accurate payment calculation to reduce overpayments and errors
  Payments are configured and calculated for different provider types, levels of care, etc. custom to the agency. Allowances for manual corrections and overrides are available and tracked. Data is easily surfaced in reports that are filterable by caseload, level of care, date ranges etc., providing valuable insights into trends and expenditures.

- Integrated claims and payments tracking, depending on the need of the agency
Binti can automate the payments to families, private agencies and other payees, or can feed the payment information to a central payment system via Binti’s bi-directional API. Binti also tracks claims and reimbursements from the federal government.

**Eligibility report:**

<table>
<thead>
<tr>
<th>Intake/Hotline</th>
</tr>
</thead>
</table>
| Binti’s Intake Module allows an agency to screen, track, and assign allegations, facilitating efficient response times and empowering the team to make the best decision for the child and family. This module records all incoming calls and allegation information, including date and time of report, reporter type, allegation type, and allegation description. Intake workers can complete documentation and case notes online, with customizable forms based on an agency’s workflow. Like the Eligibility and Payments module, this module leverages the features of the Licensing and Placements modules. Also, Binti’s Licensing module has very similar and related functionality launched in many agencies for recording, assigning and prioritizing complaints and allegations related to foster families, which is currently being expanded and leveraged for the similar functions in Intake. Key features of the Intake module include:

- **Call Tracking and Prioritization:**
  The team can track all incoming calls, allegations, names, contact information and other relevant details. If needed, workers can triage calls and note priority for call-back purposes. Priority can be noted across all intakes and viewed accordingly.

- **Ability for Intake Workers to Complete Paperwork and Case Notes Online:**
  Staff can complete their documentation and forms online within Binti, leveraging the same functionality and benefits of all of the modules, including conditional blocks, automatic population across forms to reduce duplicate entry, etc. All forms are mobile friendly, so workers can complete their paperwork out of the office as needed.

- **Automated Referrals to Supervisors for Review, Investigations and Other Stakeholders:**
  Staff can easily refer a case to their supervisor for review. Supervisors can log in and view what has been referred to them, and can provide input or sign-off accordingly. The Intake team can easily refer the case to the Investigations team as needed, which will show in their dashboard as a new case to be assigned/handled. The Investigation team will be able to view the priority, which will dictate a due date for their first visit. Binti can configure the module to
have additional information regarding additional stakeholders (such as law enforcement), based on zip codes and other factors. The intake team can easily refer actions to these additional stakeholders within Binti.

- Robust Intake Reporting:

Binti allows an agency to view trends of the number of intakes received by the agency over time, categorized by allegation type, geography, type of reporter, etc. Performance of team members is also tracked, allowing supervisors and administrators to view the number of intakes they handle over different time periods. Track agency performance of time to complete intakes from beginning to end over time, with the ability to see by staff members as well.

New Allegations

Investigations

Binti’s Investigations Module empowers the agency to assess safety and risk, and refer for services as needed to ensure the safety of a child. This module automatically receives data concerning a child from the intake module after it is screened, and allows for easy assignment to an investigations worker. This module can handle automated assignments to regions, offices or workers based on zip codes or other rules. Investigations workers can see priority from the Child Intake team and due date of first visit and other requirements based on its priority. Like the Eligibility and Payments Module, this module leverages the features of the Licensing and Placements modules. Binti’s Licensing module also has functionality launched in many agencies for recording, assigning, prioritizing, tracking investigations and recording findings for complaints and allegations related to foster families, which is currently being expanded on and leveraged for similar functions in Investigations. Specific features of this module include:

- Automated Integration between Child Intake and Investigations:

Once a child is referred from the Child Intake team to the Investigations team, they will automatically appear in the Investigations module, ready for assignment to an investigations worker. The module can handle automated assignments to regions, offices or workers based on zip codes or other rules, and investigations workers can see priority from the Child Intake team and due date of first visit and other requirements based on their priority.
● Online, mobile completion of forms and case notes:
Investigations staff can complete case notes online, which have the same functionality and benefits of the licensing module, including conditional blocks, automatic population across forms to reduce duplicate entry, etc. All forms are mobile friendly, so workers can complete their paperwork out of the office as needed. Investigations staff can easily submit cases to supervisors for review to provide input and/or approve.

● Automated Integration between Investigations, Placements, and Case Management Modules:
Once a child is placed into the agency’s care as a result of an investigation, this child can automatically appear in the Placements module, ready for assignment to a Placements worker. Similarly, information will also automatically be transferred to the Case Management Module for assignment.

Investigations Dashboard

<table>
<thead>
<tr>
<th>Child Name</th>
<th>Investigations Worker</th>
<th>Intake Worker</th>
<th>Priority</th>
<th>Intake Date</th>
<th>First Visit Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abby Gutierrez</td>
<td>Mike Kim</td>
<td>Nicole Edwards</td>
<td>1</td>
<td>5/12/19</td>
<td>5/12/19</td>
</tr>
<tr>
<td>Jacobson</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adeeb Green</td>
<td>Camilla Rosenberg</td>
<td>Joe Mozites</td>
<td>3</td>
<td>4/1/19</td>
<td>4/1/19</td>
</tr>
<tr>
<td>Andrew Smith</td>
<td>Wendy Drakes</td>
<td>Timothy Small</td>
<td>3</td>
<td>5/2/19</td>
<td>5/3/19</td>
</tr>
<tr>
<td>Akika Smith &amp; Akiki</td>
<td>Peter Smith</td>
<td>Jessica Hunt</td>
<td>2</td>
<td>12/18/18</td>
<td>12/18/18</td>
</tr>
</tbody>
</table>

Actions
Family Finding

Binti is currently conducting field-based research for the final Family Finding module, which will integrate within the Investigations and Case Planning functionality. Family Finding will focus on employing technology to identify, locate, contact and engage relatives of youth early on in the intervention process, in order to keep children placed with kin whenever possible, and preserve connections and relationships.

More information about specifications and features will be provided after further research activities have been completed, including interviews with youth, family members, social workers and other stakeholders.

Summary and Conclusion

Binti’s Software-as-a-Service approach has allowed both public and private agencies across the country to modernize their processes with tangible results. For example, using Binti’s Licensing Module, agencies have been able to approve 60% more foster families annually in 20% less days compared to the year prior to launch. Staff estimate that Binti saves 20-40% of social worker time, empowering them to focus more on delivering high quality practice. Through its qualified team and extensive configuration abilities, Binti has the full capability to meet all of an agency’s goals for a federally-compliant Comprehensive Child Welfare Information System (CCWIS).

Binti looks forward to the opportunity to work with the agencies across the country to increase permanency and provide the best possible support for families and children. We thank you in advance for your consideration, and please feel free to contact us with any further questions or requests.
This Master Subscription and Services Agreement ("Agreement") is made as of [____], 20__ ("Effective Date"), between Binti, Inc. with an address at 1212 Broadway, Suite 200, Oakland, California 94612 ("Binti"), and [INSERT LICENSEE NAME], with an address at [LICENSEE ADDRESS] ("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"). The Approvals Platform allows users to apply online to become approved to foster children and allows social workers to manage their approval workflow online. The Placements Platform allows for the matching of child referrals to approved foster families ("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 in 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 the Platform and/or its use and/or performance (including, without limitation, de-identified Data that does not, and cannot reasonably be used to, identify Licensee or any individual) ("Diagnostic Data") (which, notwithstanding anything to the contrary, Binti may fully exploit). All rights that Binti does not expressly grant to Licensee in this Section 1 are reserved and Binti does not grant any implied licenses under this Section 1.

(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 Licensee to download all Data from the Platform in .csv format.

2. USE OF THE SERVICES.

(a) Binti’s Obligations. Binti will use commercially reasonable efforts to make the Service available at all times, except for planned downtime and any unavailability caused by Excusable Delays (see 552.212-4(f)). Binti will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data.

(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 license under this Section 3.

4. FEES.

(a) Fees. Licensee will pay Binti [(i) INSERT FEE HERE] for access to the Approvals Platform for each 12 month period and for Professional Services set forth in Sections 2(a)-(b) of Exhibit A hereto, [(ii) INSERT FEE HERE] for access to the Placements Platform during the Term and for Professional Services set forth in Sections 2(a)-(b) of Exhibit A hereto (collectively, “Fees”).

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) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law or federal regulation to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

6. TERM AND TERMINATION.
(a) **Term.** This Agreement will commence on the Effective Date and continue for a period of [INSERT TERM HERE] (“Initial Term”).

(b) **Termination.** Upon termination, the Licensee will have access to the Platform for the remainder of the then current Term and Binti will supply the Licensee with an export of the Licensee’s Data.

(c) **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, the licenses granted by each Party will automatically terminate. 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.

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.

   EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH UNDER THIS SECTION 7, THE SERVICES AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT BY BINTI ARE PROVIDED ON AN "AS-IS" BASIS, AND LICENSEE ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE SERVICES TO ACHIEVE LICENSEE’S INTENDED RESULTS, FOR THE ACCURACY AND/OR QUALITY OF ITS DATA, AND FOR ITS USE OF, AND RESULTS OBTAINED FROM, THE SERVICES. BINTI DOES NOT WARRANT THAT THE SERVICES OR ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, BINTI MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND BINTI HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING. Any provisions above are subject to the provisions and terms contained in the Schedule contract, to include, but not limited to, those contained in 552.212-4, to include reasonable reprocurement costs and implied warranty of merchantability.

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. ANY PROVISIONS ABOVE ARE SUBJECT TO THE PROVISIONS AND TERMS CONTAINED IN THE SCHEDULE CONTRACT, TO INCLUDE, BUT NOT LIMITED TO, THOSE CONTAINED IN 552.212-4, TO INCLUDE REASONABLE REPROCUREMENT COSTS AND IMPLIED WARRANTY OF MERCHANTABILITY.

9. **INDEMNIFICATION.**

   (a) **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 shall indemnify the Licensee and its officers, employees and agents against liability, including costs, for actual or allegedly direct or contributory infringements of, or inducements to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided Binti is reasonably notified of such Infringement Claim and proceedings.

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; or (iii) replace the Platform or infringing part thereof with other software having substantially the same or better capabilities. Notwithstanding the forgoing sentences of this Section 9(b), Binti will have no liability for an Infringement Claim if the actual or alleged infringement results from (a) any breach of this Agreement by Licensee or any Authorized Users; (b) any modification, alteration or addition made to the Platform by Licensee or any Authorized Users, including any combination of the Platform with software not provided by Binti; (c) any failure by Licensee or any Authorized Users to use any Updates made available by Binti;

10. MISCELLANEOUS. NEITHER PARTY MAY ASSIGN THIS AGREEMENT OR ANY RIGHTS UNDER IT, IN WHOLE OR IN PART, WITHOUT THE OTHER PARTY’S PRIOR WRITTEN CONSENT; PROVIDED THAT EITHER PARTY MAY ASSIGN THIS AGREEMENT OR ANY RIGHTS UNDER IT WITHOUT PRIOR WRITTEN CONSENT TO A SUCCESSOR IN CONNECTION WITH A MERGER, ACQUISITION, REORGANIZATION, CONSOLIDATION, OR SALE OF ALL OR SUBSTANTIALLY ALL OF ITS ASSETS OR THE BUSINESS TO WHICH THIS AGREEMENT RELATES, IN ACCORDANCE WITH FEDERAL LAW AND REGULATION. 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 AND REGULATIONS OF THE UNITED STATES GOVERNMENT ("FEDERAL LAW") 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: [CONTACT – INSERT]. 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. 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 AS PROVIDED IN 552.212-4(F) EXCUSABLE DELAY. 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: ____________________________

LICENSEE

By: ______________________________
Name: ____________________________
Title: ____________________________
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:

<table>
<thead>
<tr>
<th>Binti:</th>
<th>Licensee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Felicia Curcuru</td>
<td>Name:</td>
</tr>
<tr>
<td>Title: CEO</td>
<td>Title:</td>
</tr>
<tr>
<td>Address: 1212 Broadway, Suite 200, Oakland, California 94612</td>
<td>Address:</td>
</tr>
<tr>
<td>Phone: (844) 424-6844</td>
<td>Phone:</td>
</tr>
<tr>
<td>Email: <a href="mailto:partnerships@binti.com">partnerships@binti.com</a></td>
<td>Email:</td>
</tr>
</tbody>
</table>

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 12 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 12 weeks of Licensee providing the documents.

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.                    LICENSEE

By: __________________________  By: __________________________
Name: ________________________  Name: ________________________
Title: ________________________  Title: ________________________

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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 6AM-5PM Pacific Standard time Monday through Friday during the Term except for national holidays in the United States and June 19th ("Support"). Support may be non-live and/or limited for up to four (4) days per year due to staff training. To request Support, Licensee must contact Binti via Live Chat at 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 Support to the following Licensee contact: [INCLUDE NAME AND CONTACT INFORMATION OF LICENSEE PERSONNEL RESPONSIBLE FOR OBTAINING SUPPORT]. 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:

<table>
<thead>
<tr>
<th>Class</th>
<th>Target Resolution Time</th>
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<tbody>
<tr>
<td>1</td>
<td>4 hours or better</td>
</tr>
<tr>
<td>2</td>
<td>24 hours or better</td>
</tr>
<tr>
<td>3</td>
<td>5 business days</td>
</tr>
</tbody>
</table>

   (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.
## Approved GSA Pricing

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