

## **GSA MASTER SUBSCRIPTION AND SERVICES AGREEMENT**

This Master Subscription and Services Agreement (“Agreement”) is made as of [REDACTED], 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 licensed under this Section 3.

### 4. FEES.

(\*) 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 procurement 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 PROCUREMENT 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:

Binti:	Licensee:
Name: Felicia Curcuru	Name:
Title: CEO	Title:
Address: 1212 Broadway, Suite 200, Oakland, California 94612	Address:
Phone: (844) 424-6844	Phone:
Email: partnerships@binti.com	Email:

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: \_\_\_\_\_



## 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 19<sup>th</sup> (“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:

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

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

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

2. Training. The Parties may agree in writing upon commercially reasonable training that Binti will provide to Licensee Authorized Users during the Term. This may include, by way of example only, a web-based tutorial about how to use the Platform. Training will not exceed a total of 25 hours during the Term.