First Amendment

This First Amendment to the MASTER SUBSCRIPTION AND SERVICES AGREEMENT ("First Amendment") is entered into and made effective as of January 1st, 2025 ("Effective Date") by and between Binti, Inc. ("Binti") and San Bernardino County ("Client").

WHEREAS, Client and Binti are parties to: (i) that certain MASTER SUBSCRIPTION AND SERVICES AGREEMENT dated on or about April 1st, 2024 ("Agreement"); and,

WHEREAS, Client desires to license the Family Finding Module pursuant to Order Form #2 to the Agreement; and,

WHEREAS, the parties wish to modify the Agreement in accordance with the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties agree as follows:

1. **Definitions**. All capitalized terms used but not defined in this First Amendment shall have the meanings given to them in the Agreement.

2. **Applicability**. The terms and conditions of this First Amendment apply to Family Finding. To the extent any terms and conditions of this First Amendment conflict with the terms of the Agreement, the terms and conditions of this First Amendment shall control with respect to Family Finding.

3. **Amendment**.

   a. Section 1 of the Agreement is hereby modified to read as follows:

   "Purpose. Binti has developed a Software-as-a-Service platform, as described at www.binti.com. Subject to the terms of this Agreement, Binti (i) grants Client access to the certain platform modules, as indicated in the applicable Order Form(s) (the platform and modules will collectively be referred to as "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 A-1, Professional Services attached hereto, if any.

   b. The attached Addendum 1 (Family Finding Terms) will be attached to and incorporated by reference into the Agreement.

4. **Miscellaneous.** This First Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request. If any provision of this First Amendment is ever held to be illegal, invalid, void or unenforceable, then such term shall be deemed removed from this First Amendment, and the remaining provisions of this First Amendment shall remain in full force and effect. In the event of any conflict between any provision of the Agreement and this First Amendment, this First Amendment shall control. The parties acknowledge and agree that the Agreement, as amended by this First Amendment, constitutes the entire agreement between the parties and there are no other oral or written agreements between the parties with respect

thereto. The Agreement, as amended by this First Amendment, may not be modified except by a writing signed by each of the parties hereto. Except as modified by this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the Effective Date by their duly authorized representatives.

BINTI, INC.   **San Bernardino County**

By: _____   By: _____

Print Name: __Jamie Gray_____   Print Name: _Dawn Rowe_____

Title: _Assistant Secretary _____   Title: __Chair, Board of Supervisors

Date: _____   Date: _____

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 seat basis, as agreed to by the parties in such Order Form.

    a. **Seat Model**. Where the parties agree to provision of the search functionality on a seat-by-seat basis ("Seat Model"), the fees shall be as set forth in the Order Form. Client's will be able to run "Searches" (as defined herein) using its seat based access to the Integrated Search functionality.

    b. **Search**. A "Search" is a query (executed via an API call between Binti and Clear, which is initiated by Client's end users) conducted by a Client via the Integrated Solution which yields information about a person using Clear's 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. When a user conducts a comprehensive search in Binti, it automatically conducts the latter four of the Search types referenced in the previous sentence, so transaction costs associated with all will be incurred and the Search will qualify as four transactions.

    c. **Current Clear Customers**. If Client is a current Clear 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 Clear for the remainder of your then-current term.

    d. **Fee Increases**. Following the Initial Term, Clear 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. **Seat Model Terms**. Where Client leverages the Seat Model, Client agrees that it will not exceed the number of seats provided for in the Order Form. Client further agrees that it will not permit its end users to share passwords to share seats. Where a seat needs to be transitioned to another user for any reason, Client shall notify Clear of its desire to switch the seat and comply with Clear's instructions with respect thereto. Client's use of the Seat Model shall comply with Clear's terms of service and applicable law.

3. **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

Clear 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.

4. **Credentialing**. Client understands and agrees that its ability to use the Integrated Search functionality and leverage Clear's services will be contingent on Client (a) agreeing to Clear's then-current terms of service and (b) being approved to use such services following Clear's 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 Clear and Client and/or the credentialing process will be asserted directly against Clear.

5. **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 breach of Clear's terms of services and/or applicable law.

6. **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 within the same agency, 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** 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.

Exhibit A-1

Professional Services

All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement above.

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

Binti:	Client:
Name: Veronica Davis	Name: Gloria Perez
Title: Head of Project Management	Title: Administrative Manager
Address: 1111 Broadway, Suite 300, Oakland, California 94607	Address: 150 S. Lena Road, San Bernardino, CA 92415
Phone: 844-424-6844	Phone: 909-388-0276
Email: pmo@binti.com	Email: gloria.perez@hss.sbcounty.gov

2. <u>Family Finding & Engagement Module Services:</u> If utilizing Binti's Integrated Search feature, Binti will configure the agency's CLEAR API registration keys to ensure that the Integration is properly set up between CLEAR and Binti, and will allow access to the CLEAR API.

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

A. Integrated Search. If utilizing Binti's Integrated Search feature, Binti will configure Client's Thomson Reuters (CLEAR) API registration keys to ensure that the Integration is properly set up between Thomson Reuters (CLEAR) and Binti, and will allow access to the Thomson Reuters (CLEAR) API, contingent upon the Client's participation and finalization of required credentialing by Thomson Reuters/CLEAR.

B. Data Migration. Binti will support migration of Client data related to Family Finding Searches, 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.

C. Training. Binti will provide up to 10 hours of 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.

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

E. Three (3) one (1) hour consultative meetings that will provide strategic onboarding planning and tailed recommendation for family finding practice.

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

BINTI, INC.   **CLIENT**

By: _____   By:_____

Name: Jamie Gray   Name: Dawn Rowe

Title: Assistant Secretary   Title: Chair, Board of Supervisors

Date: _____   Date: _____