



**Order Form #2**

Binti, Inc.

1111 Broadway Suite 300

Oakland, CA 94607

<b>Order Form for:</b>	<b>Date Provided</b>	<b>Valid until</b>
<b>San Bernardino County</b>	<b>November 13, 2024</b>	<b>December 31, 2024</b>

**Licensed Modules, Professional Services, and Fees**

<b>Licensed Module</b>	<b>Fees</b>
<b>Family Finding Consultation Period January 1 - March 31, 2025</b>	<b>\$0</b>
<b>Family Finding Module Year 1 - April 1, 2025 – March 31, 2026 - Tiered Pricing Applies*</b>	<b>\$269,000</b>
<b>Family Finding Module Year 2 – April 1, 2026 – March 31, 2027</b>	<b>*Pricing is beholden to tier choice</b>
<b>Tier 1 \$269,000 (Up to Thomson Reuters CLEAR 8 seats)</b>	
<b>Tier 2 \$405,000 (Up to Thomson Reuters CLEAR 18 seats)</b>	
<b>Tier 3 \$537,000 (Up to Thomson Reuters CLEAR 28 seats)</b>	
<b>Tier 4 \$670,000 (Up to Thomson Reuters CLEAR 38 seats)</b>	
<b>Total Amount</b>	<b>\$269,000</b>

\*The Client's fees for the Family Finding Module will align with the selected tier, which is determined by the number of seats accessing the Thomson Reuters Clear solution. If Client desires to add additional seats, Binti or Client will inform the Thomson Reuters account team in writing and Thomson Reuters will determine whether it can add and the cost associated with adding additional seats. Client will be responsible for all charges and costs associated with addition or reduction of seats.

Order Start Date: January 1, 2025

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

Payment Terms: Net 60 from issuance of invoice.

Payment Method: Manual Invoice



Term: The Initial Term will commence on the Order Start Date and continue for a period of fifteen (15) months (“Initial Term”). The initial three (3) months will consist of a Family Finding Consultative Period. Thereafter, the Agreement will automatically renew for an additional one (1) consecutive term of twelve (12) months (each, a “Renewal Term,” together with the Initial Term, the “Term”), unless either Party provides to the other a written notice, at least thirty (30) days prior to the expiration of the then-current Renewal Term, of its intention not to renew this Agreement. Initial Term pricing discounts and incentives do not apply to any Renewal Term and pricing will be in accordance with then-current fees.

This Order Form is subject to the manually or electronically signed Master Subscription and Services Agreement between the parties (“Agreement”), as amended by the First Amendment (below), and Binti’s standard Terms of Services found at <https://binti.com/terms/> (for Client and Client’s end users). 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. Additional products or subscriptions added during the Term and future renewals will be subject to the same Agreement, unless modified in writing.