

LICENSING AND PLACEMENT MASTER SUBSCRIPTION AND SERVICES AGREEMENT
CBE 606901-23

This Master Subscription and Services Agreement ("**Agreement**") is made as of _____, 2023 ("**Date of Award**"), between Binti, Inc. with an address at 1111 Broadway, Suite 300, Oakland, California 94607 ("**Binti**"), and Clark County, with an address at 500 S Grand Central Pkwy Las Vegas, NV 89155 ("**Client**"). Binti and Client will be referenced to individually herein as "**Party**" and collectively as the "**Parties**."

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purpose.** Binti has developed a Software-as-a-Service platform, as described at www.binti.com and as set forth in **Exhibit A, Specifications** attached hereto, which includes the individually licensable platform modules for Approvals, Case Management and Placements. This Agreement creates a legally binding and enforceable contract whereby Binti (i) will grant Client access to the Binti platform including one or more of the platform module(s), as indicated in the applicable **Exhibit E** (collectively the platform will be referred to as the "**Platform**" and each module will be referred to as a "**Licensed Module**"); and (ii) may provide certain professional services ("**Professional Services**"), as described in **Exhibit B, Professional Services** attached hereto.
2. **Proprietary Rights; Usage.**
 - (a) **Platform.** Subject to the terms and conditions of this Agreement, Binti hereby grants to Client during the Term (defined below) a revocable, non-exclusive, non-transferable and non-sublicensable license to access and use the Licensed Modules as specified in Exhibit E, subject to Client's employees and contractors accepting Binti's online Terms of Service, attached hereto as Exhibit D and receiving valid access credentials by Binti ("**Authorized Users**"). The Parties may add additional Platform access, including adding access to any additional modules, through the Client's amendment process.
 - (b) **Restrictions.** Client, and its Authorized Users, will not, and will not permit any third party to: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform (except to the extent such prohibition is contrary to applicable law); (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third party; (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; (vi) access or use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, including the right to privacy; (vii) bypass or breach any security protection used by the Platform or access or use the Platform other than by an Authorized Users through the use of his, her, they own then valid access credentials; (viii) or use the Platform in a manner that violates this Agreement, any third party rights or any applicable laws, rules or regulations.
 - (c) **Feedback.** If Client or any of its employees or contractors sends or transmits any communications or materials to Binti by any means (i.e., email, form, telephone, text, verbally, or otherwise), suggesting or recommending changes to the Binti Platform, including without limitation, for new features or functionality relating thereto, or any comments, suggestions, or questions or the like ("**Feedback**"), Binti is free to use such Feedback irrespective of any other obligation or limitation between the Parties. Client hereby assigns to Binti on Client's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and to the Feedback. Binti is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever. For the avoidance of doubt, Binti is not required to use any Feedback and Client is not required to provide Feedback.

(d) Support. Binti will provide support and use commercially reasonable efforts to make the Platform available, except for planned downtime and any unavailability caused by Force Majeure Events (defined below) as further set forth in **Exhibit C, Services Level Agreement**, attached hereto.

(e) Binti Ownership: Usage Data. Except for the rights granted to Client in Section 2(a) above and Client's rights to Client Data (defined below), as between the Parties, Binti retains all right, title and interest, including all intellectual property rights, in and to the Platform, including all updates thereto, and all aggregated and de-identified information that Binti's systems or applications automatically collect regarding the Platform and/or its use and/or performance (including, without limitation, de-identified Client Data that does not, and cannot reasonably be used to, identify Client or any individual) ("**Usage Data**") (which, notwithstanding anything to the contrary, Binti may fully exploit). Client agrees that Binti may (i) make Usage Data publicly available in compliance with applicable law, and (ii) use Usage Data to the extent and in the manner permitted under applicable law; provided that such Usage Data do not identify Client Data or Client's Confidential Information and are unable to be reidentified. All rights that Binti does not expressly grant to Client in this Section 2 are reserved and Binti does not grant any implied licenses under this Section 2.

(f) Client Ownership: Client Data. As between the Parties, Client owns all data, information and other materials submitted to the Platform or Binti by Client or its Authorized Users (which, for clarity, excludes Usage Data) (collectively, "**Client Data**"). Client represents and warrants that: (i) it either owns the Client Data or is otherwise permitted to grant the license set forth in this Section; (ii) the posting and use of Client Data on or through the Platform does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (iii) the posting of Client Data on the Platform does not result in a breach of contract between Client and any third party. Client hereby grants to Binti a non-exclusive and non-transferable license to use and host the Client Data, solely to provide the Services. Binti is not responsible for the content of any client Data or the way Client or its Authorized Users choose to use the Platform to store or process any Client Data. Upon termination or expiration of this Agreement for any reason, Binti will permit Client to download all Client Data from the Platform in .csv format.

i. Restrictions. Within the Binti Platform, Client shall not use, share, store, transfer, or transmit (1) any Client Data that infringes, violates, or misappropriates any intellectual property or proprietary right(s) of a third-party, or (2) any Client Data that violates any applicable laws, rules or regulations including any applicable data privacy laws. Where Client accesses or uses the Platform for the exchange or transmission of "Highly Sensitive Personal Information" defined as an (a) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (b) confidential financial information, financial account number, credit or debit card number, or credit report information; (c) federal or state tax return information or records; (d) biometric or genetic information, Client represents and warrants that it has (and will have for the Term) the requisite rights to exchange or transmit such Highly Sensitive Personal Information.

(g) Data Use and Protection. Binti will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Client Data. Binti will process any personal information submitted by Client or Client's Authorized Users in accordance with Binti's Privacy Policy, available at www.binti.com/privacy.

3. Professional Services.

(a) General. Subject to Client's compliance with the terms and conditions of this Agreement, Binti will perform the Professional Services according to Exhibit E and as set forth in **Exhibit B**, attached hereto. The Parties may add additional Professional Services through a new or updated SOW and through the Client's amendment process. Client will reasonably cooperate with Binti to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing the tasks set forth in Exhibit B in order for Binti to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any Client obligations in a timely manner; and (iii) responding to Binti's reasonable requests related to Professional Services in a timely manner. Binti will not be liable for any delays in performing the Professional Services that arise, in whole or in part, from Client's acts or omissions, including, without limitation, its failure to comply with this Section 3(a) or in result of a Force Majeure Event.

(b) Intellectual Property Rights. Binti solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to

practice by Binti, solely or in collaboration with others, arising out of, or in connection with, Binti performing the Professional Services, including any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (“**Inventions**”). Binti hereby grants to Client a non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right during the Term to use the portion of the Inventions that is incorporated into any deliverables that Binti provides to Client under Exhibit B solely to use any such deliverables. Binti reserves all rights not expressly granted in the prior sentence and does not grant any implied licensed under this Section 3.

4. Fees.

(a) Fees. Client will pay Binti the fees set forth in Exhibit E (collectively, “**Fees**”). Where an affiliate or partner agency (“Related Agency”) is seeking access to the Platform, it may be granted and fully executed through the Client’s amendment process under this Agreement. In the event of the execution of a Related Agency, Client shall be responsible for payment of any fees and Client shall also remain responsible for any Related Agency’s compliance with the terms of this Agreement, the Terms of Service, and/or any other applicable terms and conditions through the client’s amendment process.

(b) Payment. All Fees are due and payable within thirty (30) days from the date of the applicable and accurate invoice issued by Binti. Except as expressly set forth herein, all Fees are non-cancellable and non-refundable with exception to 6 (b). Binti retains the right, in its sole discretion, to suspend Platform access and providing Professional Services for Client’s failure to pay all undisputed invoices, or portions thereof, in a timely manner.

5. Confidential Information.

(a) Definition of Confidential Information. As used herein, “**Confidential Information**” means all confidential information disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), that is marked in writing as “confidential” or by a similar designation. For clarity, Confidential Information of Binti also includes the Binti technology underlying the Platform and any related non-public specifications, documentation or technical information that Binti makes available to Client. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party without restriction prior to its disclosure by the Disclosing Party and without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without restriction and without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.

(b) Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use Confidential Information of the Disclosing Party to perform its obligations or exercise its rights under this Agreement. Except as expressly authorized by the Disclosing Party in writing, the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its and its affiliates’ employees, contractors or agents who need such access to perform obligations under this Agreement and who agree to abide by the terms set forth in this Section 5.

(c) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so (including disclosures required by the Nevada Public Records Law, Chapter 239 of the Nevada Revised Statutes) as a matter of law by a court or regulatory body having jurisdiction, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure and secure a protective order. Client is a governmental entity and subject to the public records laws and regulations set forth in chapter 239 of the NRS. Client's records are public records and are subject to inspection and copying by any person unless there is an applicable exception, or the record is declared by applicable law to be confidential. Binti is advised, and acknowledges, that this Agreement and documents provided in connection with this Agreement become a public record and, unless the information is declared by law to be confidential, and/or is otherwise excluded from the public records disclosure requirements, may be subject to inspection and copying. Client makes no representation or warranty as to whether any Confidential Information will be deemed or determined to be confidential pursuant to law. Client takes no responsibility and is not liable for release of any Confidential Information that Client determines in its sole and absolute discretion that Client must provide such Confidential Information because an applicable exception does not apply or the information is not declared by law to be confidential. Notwithstanding the foregoing, with respect to any Binti Confidential Information that constitutes a trade secret (as determined under applicable law), any obligations of non-disclosure under this Section 5 shall survive termination, expiration, and shall be exempt from compelled disclosure for so long as such Binti Confidential Information remains subject to trade secret protection under applicable law.

6. Term and Termination.

(a) Term. This Agreement will commence on the Date of Award and continue through December 15, 2024 with the option to renew for (4) four one-year periods, unless earlier terminated in accordance with the terms of this Agreement.

(b) Termination. The Client may terminate this Agreement if funds are not appropriated to the Client or are not otherwise available for the purpose of making payments under this Agreement and will not be responsible for any payments after the end of the current term. The Client shall provide Binti with at least thirty (30) calendar days' written notice of termination of the Agreement due to lack of available funding. Either Party may terminate this Agreement upon thirty (30) days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy such material breach within the thirty (30)-day notice period. Upon termination of this Agreement (except for termination by Binti pursuant to the immediately preceding sentence), the Client will have access to the Platform for the remainder of the then-current twelve-month period. Upon termination or expiration of this Agreement, Binti will supply the Client with an export of the Client's Data. Binti may additionally suspend or terminate this Agreement (1) at any time without notice to you in the event of any conduct by Client or by Client's Authorized Users which, in our sole discretion, we consider to be unacceptable or a breach of the Terms of Service or (2) for any or no reason, upon thirty (30) days written notice to Client.

(c) Effect of Termination. Upon expiration or termination of this Agreement for any reason, all outstanding Fees owed pursuant to Section 4 will become immediately due and payable. If this Agreement is terminated by Binti for the material breach by Client, Client will remain responsible for all Fees as set forth herein for the remainder of the then-current Term. If Client terminates this Agreement for material breach by Binti, Binti will provide Client with a pro-rated refund of any prepaid fees with respect to the terminated period.

(d) Survival. The provisions of Sections 2(b), 2(c), 2(e), 2(f), 3(b), 4, 5, 6(b), 6(c), 6(d), 7, 8, 9, 10 and all defined terms used in those Sections will survive any expiration or termination of this Agreement.

7. Representations and Warranties.

(a) Mutual. Each Party represents and warrants that: (i) it has the right, power and authority to enter into this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(b) By Client. Client further represents and warrants that: (i) it owns or otherwise has sufficient rights to the Client Data to grant the license set forth in Section 2(f); (ii) no Client Data submitted to the Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations; and, (iii) that it is responsible for the use or misuse of the Platform by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a breach by Client of this Agreement and Client assumes all risk arising from any such use that is not compliant with applicable laws.

(c) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH UNDER THIS SECTION 7, THE SERVICES AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT BY BINTI ARE PROVIDED ON AN "AS-IS" BASIS, AND CLIENT ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE SERVICES TO ACHIEVE CLIENT'S INTENDED RESULTS, FOR THE ACCURACY AND/OR QUALITY OF ITS CLIENT DATA, AND FOR ITS USE OF, AND RESULTS OBTAINED FROM, THE SERVICES. BINTI DOES NOT WARRANT THAT THE SERVICES OR ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, BINTI MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND BINTI HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING.

8. TO THE FULLEST EXTENT UNDER PERMITTED LAW, AND EXCEPT AS SET FORTH IN THIS SECTION 8, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAYABLE TO BINTI DURING THE TERM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CLAIMS ARISING OUT OF OR RELATED TO EITHER PARTY'S (1) BREACH OF SECTION 5; (2) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (3) BREACH OF APPLICABLE LAWS, WHICH SUCH CLAIMS SHALL BE CAPPED AT \$1,000,000. THE FOREGOING LIMITATION SHALL ALSO NOT APPLY TO CLAIMS ARISING OUT OF OR RELATED TO SECTION 9, WHICH SUCH CLAIMS SHALL BE CAPPED AT \$2,000,000.

EXCEPT TO THE EXTENT SUCH DAMAGES ARE PAID OR PAYABLE TO UNAFFILIATED THIRD PARTIES PURSUANT TO EITHER PARTY'S INDEMNIFICATION 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.

NOTWITHSTANDING THE LIABILITY LIMITATIONS AND EXCEPTIONS SET FORTH IN THIS SECTION 8, CLIENT DOES NOT WAIVE AND ASSERTS ALL AVAILABLE N.R.S. CHAPTER 41 LIABILITY LIMITATIONS IN ALL CASES.

9. Indemnification.

(a) Third Party Claim. If a third party asserts a claim (each, a "**Third Party Claim**") against Client or any of its affiliates, officers, employees or contractors (each, a "**Client Indemnified Party**") alleging or arising from any negligent act or intentional misconduct by Binti or any of its Authorized Users in connection with the Service, then Binti will indemnify and defend the Client Indemnified Party from the Third Party Claim and hold such Client Indemnified Party harmless from and against all damages, settlements, costs, and/or expenses, in each case, that are paid or payable to third party(ies) with respect to the Third Party Claim (including, without limitation, reasonable attorneys' fees). Notwithstanding the foregoing sentences, Binti's obligation to indemnify and defend the Client shall apply in all cases except for Third Party Claims arising solely from the Client's own negligence or willful misconduct.

(b) y Client. To the extent permitted by law, if a third party asserts a claim against Binti or any of its affiliates, officers, employees or contractors (each, a “**Binti Released Party**”) alleging or arising from (a) that any Data infringes, violates, or misappropriates any intellectual property or proprietary right(s), (b) that any Data, or its provision to Binti, violates any applicable law or regulation, or (c) any negligent act or intentional misconduct by Client or any of its Authorized Users in connection with the Service, then Client will defend the Binti Released Party from such claims and hold such Binti Released Party harmless from and against all damages, settlements, costs, and/or expenses, in each case, that are paid or payable to third party(ies) with respect to the claims (including, without limitation, reasonable attorneys’ fees). Client does not waive any right or defense to indemnification that may exist in law or equity.

(c) Infringement Claim. If a Third Party Claim is asserted against Client Indemnified Party alleging that the Platform (not including any Client Data) infringes, violates, or misappropriates such third party’s intellectual property or proprietary right(s) (“**Infringement Claim**”), then Binti will indemnify and defend the Client Indemnified Party from the Infringement Claim and hold such Party harmless from and against all damages, settlements, costs, and/or expenses, in each case, that are paid or payable with respect to the Infringement Claim (including, without limitation, reasonable attorneys’ fees). In the event of an Infringement Claim, Binti, at its sole option and expense, may: (i) procure for Client the right to continue using the Platform or infringing part thereof; (ii) modify the Platform or infringing part thereof; (iii) replace the Platform or infringing part thereof with other software having substantially the same or better capabilities; or, (iv) if the foregoing are not commercially practicable, terminate this Agreement and repay to Client a pro-rata portion of the prepaid Fees. Notwithstanding the foregoing sentences, Binti will have no liability for an Infringement Claim if the actual or alleged infringement results from (a) any breach of this Agreement by Client or any Authorized Users; (b) any modification, alteration or addition made to the Platform by Client or any Authorized Users, including any combination of the Platform with software not provided by Binti; (c) any failure by Client or any Authorized Users to use any updates made available by Binti; or (d) any settlements entered into by Client or costs incurred by Client for the Infringement Claim that are not pre-approved by Binti in writing. This Section 9(b) constitutes Client’s sole and exclusive remedies and Binti’s entire obligation to Client with respect to any claim that the Platform or Professional Services infringe the rights of any third party.

(c) Procedures. Each Party’s obligations pursuant to Sections 9(a) and 9(b) above (respectively) are expressly conditioned on: (a) the Party seeking indemnification under this Section 9 (“**Indemnified Party**”) providing the other Party (“**Indemnifying Party**”) with prompt written notice of the applicable Third Party Claim for which the Indemnified Party seeks indemnification; (b) the Indemnified Party reasonably cooperating in the defense and/or settlement of such Third Party Claim, at the Indemnifying Party’s sole expense; and (c) the Indemnifying Party having sole control over the defense and/or settlement of such Third Party Claim. The Indemnifying Party may not agree to any settlement of any Third-Party Claim against the Indemnified Party that admits wrongdoing by the Indemnified Party, or otherwise imposes any material obligation on the Indemnifying Party (not entirely covered by an indemnification obligation hereunder), without the Indemnified Party’s prior express written consent, which consent will not be unreasonably withheld, conditioned or delayed. The Indemnified Party may participate in the defense of a Third-Party Claim through counsel of its own choice at its own expense.

10. Miscellaneous.

(a) No Partnership, Agency or Joint Venture. Each Party hereto is an independent contractor with respect to the other Party. This Agreement does not create or imply any partnership, agency or joint venture between the Parties.

(b) Injunctive Relief. Nothing in the Agreement shall prevent a Party from seeking injunctive relief in addition to all available remedies.

(c) Assignment. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party’s prior written consent; provided, however, that either Party may assign this Agreement to an affiliate or a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above will be void.

(d) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect.

(e) Governing Law; Venue. This Agreement will be governed by and construed under the laws of Nevada 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.

(f) Conflicting Terms. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict.

(g) Amendment, Modification & Waiver. Any amendment must be in writing and expressly state that it is amending this Agreement. This Agreement may be modified or amended only by a writing signed by both Parties. All waivers made under this Agreement must be made in writing by the Party making the waiver.

(h) Notices Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth above and with the appropriate postage affixed; or (ii) sent via email to the following:

In the case of Binti:
Binti, Inc.
Attn: Legal Department / Notices
1212 Broadway, Unit 200
Oakland, CA 94612

With a copy to:
contract-notices@binti.com;

In the case of Client:
CLARK COUNTY

Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier, and/or on the same day a facsimile or electronic mail is sent to the recipient.

(i) Force Majeure. Binti will not be liable or responsible to Client, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Binti including, without limitation, acts of God, natural disaster, denial or services attacks and/or service provider system outages (collectively, "**Force Majeure Events**").

(j) Counterparts. This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.

(k) Entire Agreement. This Agreement is the Parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The Parties may execute this Agreement in counterparts, including facsimile, PDF, or other electronic copies, which taken together will constitute one instrument.

BINTI, INC.

By: 
Name: Jamie Gray
Title: Assistant Secretary

CLIENT

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: 
Jason Patchett (Dec 14, 2023 10:19 PST)

JASON B. PATCHETT
Deputy District Attorney

EXHIBIT A
SPECIFICATIONS

This Exhibit A defines the specifications of each Licensed Module and Binti's public API. Only the Licensed Module(s) specified in Exhibit E of this document are licensed to the Client.

The Licensing Module includes the following:

- A. Licensure and Re-licensure Templates: The Applicant Portal and Client Staff Dashboard outlined in Sections B and C below consist of features for two templates (constituting a single "Track"): the initial foster parent application (before someone is licensed/approved for the first time) and the renewal application (for ongoing maintenance of an active foster parent license and re-licensure requirements). Each template consists of a unique set of forms (both applicant and agency worker forms) and training. Additional templates requested by Client may be developed at an additional fee and added to the contract through the Client's amendment process and mutually agreed to by both parties, as set forth in Exhibit E, if any.
- B. Applicant Portal: The Applicant Portal includes:
 - a. Applicant form completion functionality ("Applicant Form"): Foster Family applicants will be able to complete specific application forms (up to 120 forms) required by Client. As an applicant completes an online form, their answers are mapped to the appropriate places on Client's PDFs
 - i. Auto Population of forms: While the same question may be asked more than once across the same or different forms, the answer previously entered populates through into all spaces in which that same question is asked
 - ii. Conditional Logic within the forms either expands or hides relevant questions based on previously entered information
 - b. Supporting document completion functionality ("Supporting Documentation"): Applicants can upload supporting documents required by Client, such as proof of identification, income verification, etc. All supporting documents can be configured to require an expiration date, which is then tracked on the Client staff dashboard
 - c. Electronic Signatures ("BintiSign"): Both Applicants and Client Staff will be able to electronically sign forms and other indicated documents, including those that are to be signed by both parties (Applicant and Client Staff)
 - d. Applicant Training Completion ("Training Tracking"): Applicants can watch embedded training and/or orientation information within the Applicant Portal, including the ability to complete a "quiz" or enter a passcode to confirm understanding before moving onto the next stage of the process
 - e. References ("References") and other adults ("Other Adults"): Applicants can list other adults in the home and references' names and emails, and the software will email them to complete their portions of the process in Binti.
 - i. Other Adults: Other Adults have their own Binti portal access in which they can complete the requirements specific to them, such as background check clearance forms or uploading proof of identification (this is specific to each agency).
 - ii. References: References will be able to click the link from the automated email they receive and complete and e-sign an online reference form (the reference form itself is specific to each agency)
 - f. Personal Information/Ethnicity: Within the Applicant Portal, Applicants can enter/update their personal information, such as ethnicity, tribal membership, and preferred language. While Client's Applicant Forms or Agency Forms may also gather this information, this information is separately gathered in Binti.
 - g. Spanish Language Support: Hosting of the Applicant Portal in both English and Spanish, provided that Client provides Spanish-translated forms and documents for inclusion in the Applicant Portal. Provision of the Applicant Portal in additional languages (beyond English and Spanish) may be available at an additional cost to Client.

- h. Email Reminders: Automated email reminders to applicants reminding them to complete the applicable steps in the process.
 - i. Configurability: For the Licensure and Recertification Tracks the following items are configurable by Client (subject to Binti's prior approval): Applicant Forms, Supporting Documentation, BintiSign, Applicant Training Completion, Affiliated Persons, Personal Information, and Spanish Applicant Portal, and cadence of renewal reminder emails. Work done by Binti to configure such features is referred to as "Professional Services" and addressed in Exhibit B.
 - i. Spanish Applicant Portal: The entire Applicant Portal can be offered in Spanish for Applicants to use if Client provides Binti with the designated application forms in Spanish. Where Client provides English forms for translation, translation work shall be subject to an additional cost and is subject to Binti's available resources.
 - j. Where Client requires or requests tracks separate from or additional to the Licensure and Recertification Tracks, those may be available at an additional cost to Client, as described in Section A.
- C. Client Staff Dashboard: For both the Licensure and Recertification Tracks, the following dashboard features are available to Client:
- a. Dashboard View: As Applicants complete the forms in the Applicant Portal, the Application dashboard will display the percentage completion of applicant forms and supporting documents, completion of background checks and training hours, percentage completion of agency forms (completed by Client staff), and number of days since Application signed.
 - b. Dashboard view by status: Client Staff will be able to view both current/active and inactive applicants in separate tabs divided by status across the dashboard: Recruiting, Applying, In Renewal Process, Inactive, Dropped Out, Withdrawn, Denied, and Closed.
 - c. Agency Form Completion: Client staff will be able to complete forms within the dashboard (similar to the Applicant Portal), such as the home study evaluation. As Client staff completes an online form, their answers are mapped to the appropriate place on Client's PDFs. Like the Applicant Form, these forms can also be electronically signed (by one or both parties).
 - i. Auto Population of forms: While the same question may be asked more than once across the same or different forms, the answer previously entered populates through into all spaces in which that question is asked
 - ii. Conditional Logic within the forms either expands or hides relevant questions based on previously entered information
 - d. Background Checks: Client staff can indicate status/completion of applicant background checks, which are listed in the dashboard where Client so requires (i.e., DOJ requested, Adam Walsh, etc.)
 - e. Trainings: Client staff can indicate completion (or waive, as applicable) specific trainings per applicant, per the Client's training requirements. Custom trainings (specific to certain individual(s)) can also be logged by Client staff.
 - f. Complaints: Client staff can log specific complaints about applicant(s), with dropdowns for complaint type and more detailed information about the allegation.
 - g. Case Notes: Caseworkers can record case notes for a given family, including note, date and type of case note.
 - h. Reporting: Client Staff can generate the following reports in the dashboard:
 - i. Case Loads Report: Shows caseloads of each worker broken down by initial applications, renewals coming in next 60 days, and renewals coming up in more than 60 days
 - ii. Recruiting Progress Report: Shows the cohort of applicants that made an inquiry with Client in a certain month, and in what status those applicants are during the time of the report
 - iii. Days Since Placement Report: shows all cases categorized by whether there is an emergency (pre-licensure) placement in the home and how long the child has been there
 - iv. Family Map: shows applicant families as pins on a map, with filter capability by applicant status
 - v. Status Change Reason: Graph based on reasons applicants have dropped out of the process

- vii. Time to Approval Report: shows the amount of time it takes each family to be approved so that you can see trends over time as well as outliers
- i. Configurability: For the Licensure and Recertification Tracks, the Agency Forms, BintiSign, Training Tracking, and Background Checks, are configurable by Client (subject to Binti's prior approval). Work done by Binti to configure such features is referred to as "Professional Services" and addressed in Exhibit B.

The Placements Module includes the following:

- A. Client Staff Placement Dashboard ("Placement Dashboard"): Client staff will be able to access/manage families available to take placement(s) ("Family Placements"), access/manage children/youth awaiting placement or in care ("Intake Child"), and access/manage placement searches for specific children or sets of siblings:
 - a. Family Placements: Staff will be able to see Family Placements and their availability and capacity as well as basic characteristics/preferences related to a potential placement in their home
 - i. Relative Placement Information: The Placements Dashboard shows county/community families and has a separate tab for relative families. The relative families tab also includes families that are still within the licensing process (clearly labeled) in the case that a pre-approval/emergency placement with a relative is needed.
 - ii. Complaints and Licensing Information: the Placements Dashboard highlights any overdue renewals or trainings, as well as any open/outstanding Complaints against this family (pulled from Licensing Module)
 - iii. Hold Functionality: Complaints (logged within the Licensing Module) are viewable in the Placement Dashboard and where staff determine that a placement should be placed on hold, they can so indicate in the Placement Dashboard, along with a note about whether the hold is voluntary and if there is an end date applicable to the hold.
 - iv. Dashboard Filters: Staff have the ability to filter Approved Families based on capacity, availability, location, preferences and specific attributes (e.g., emergency placement, medically trained, respite provider).
 - v. Map View: The ability to view Approved Families on a map, with the option to view within county boundary lines.
- B. Child/Youth Referral Tracking: Client staff can input information about Intake Children directly into Binti, indicating basic demographic information, school information, and strengths/placement recommendations. Siblings can also be directly connected in the system by entering the name of a child already within Binti (if not entered, first sibling can be entered, and then additional siblings can then be added/connected).
 - a. All children/youth can be viewed on the Children/Youth dashboard, displayed by status (awaiting placement, in care, and permanency/non-permanency exits). Client Staff can see whether a child is currently placed and name of current placement, as well as whether there's currently an in-progress placement search
 - b. Track placement of Intake Children with placements and number of Intake Children not placed.
 - c. Record when a child no longer needs a placement, the placement close date, and the reason the placement is no longer needed.
- C. Search Functions Based on Child Characteristics and Needs ("View Matching Families"): On the View Matching Families dashboard:
 - a. Filter and view Family Placements that could be a match for each child or sibling set based on the child characteristics and the families' location and preferences (including both county/community and relative families, as applicable).
 - i. View these Family Placements either via list view or via Map View- the Map View shows pins for each Family Placement as well as separate pin/"graduation cap" for the child's community of origin and school location.

- b. Record Placement Contact and Calling Logs: Client Staff can send bulk emails with standard placement availability messages directly from Binti, and record individual reach-outs (such as phone calls) and Family Placements' responses. All calls made to a Family Placement and the child/youth called on behalf of, as well as date and response can be viewed in a call log by Family Placement or by Child/Youth.

Features across all Licensed Modules:

- A. Unlimited number of Client users
 - Subject to the terms of the Agreement, Client may set up an unlimited number of applicant and admin user accounts
 - Client may establish multiple levels of permissions/ access available, including agency admins, caseworkers, trainers, case carrying workers, placements workers, eligibility workers, and clerical workers.
- B. Module Access
 - All users (including applicants, Affiliated Persons, and Client staff) can access each Licensed Module from any secure computer, tablet or mobile device with access to a modern browser using username and password, or SSO (if enabled by Client)

API access includes the following:

- Binti's Application Programming Interface (API) is available to agencies as a method to programmatically connect systems for performing a secure data exchange. The Binti API provides access to agency data as defined by the core Binti data model.
- Binti has specific endpoints within our API available for data integration, as described here: <https://family.binti.com/api-docs/index.html>. Technical documentation is available upon request to provide additional information.
- Any additional set-up/configuration with regards to Binti's API (if any) for Client shall be discussed and agreed upon by both parties, and then would be described in Exhibit B (Professional Services)

Exhibit B
PROFESSIONAL SERVICES

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

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

Binti:	Client:
Name: Veronica Davis	Name: Jennifer Erbes
Title: Head of Project Management	Title: Manager
Address: 1111 Broadway, Suite 300, Oakland, California 94607	Address: 1850 E. Flamingo Road, Las Vegas, NV 89119
Phone: 844-424-6844	Phone: 702-455-8490
Email: pmo@binti.com	Email: Jennifer.erbes@clarkcountynv.gov

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

(a) Data Migration. Migrate Data into the Licensed Modules of the Platform based on Client's reasonable written instructions and requirements on a timeline to be established by Binti following Binti's receipt of both the Data and written instructions from Client. Where the written instructions suggest complexity 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.

(b) Form Customizations and Requirement Configurations. For the existing tracks within the Licensed Modules (as further explained in Exhibit A), Binti shall customize up to 120 of Client's forms for inclusion within the Licensed Modules as well as specific trainings, upload requirements, and background checks on a timeline to be established by Binti following Client providing the forms and required information, provided that such customization work does not exceed 80 hours in the first twelve (12) month period following execution of the Agreement and ten (10) hours annually for every year of the term thereafter. Binti reserves the right to charge its then-current hourly rate as referenced on Exhibit E for any customization work requested in excess of those hours. This will also go through the Client's amendment process and be mutually agreed upon by both parties before execution of excess hours.

(c) Training. Where requested by Client in writing, Binti will provide up to 15 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. 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 B** as successively numbered Schedule "A" s (e.g., Schedule B-1, Schedule B-2, etc.).

(d) API Integration Scope and Services. The following API Integration Services will be provided by Binti to connect UNITY (the Nevada Department of Child and Family Services' API) APIs to Binti. This is a list of integration points/workflows between UNITY, the DCFS UNITY APIs and Binti:

- (i) Supporting child placements workflow, which includes Phase 1 and Phase 2.
 - (1) Phase 1: Regularly cadenced one-way flow of child demographic data

(including Child Name, ID, and DOB/Age) from UNITY to Binti. This will allow child demographic data to automatically appear in Binti without manual entry. We anticipate the API refresh rate or cadence to be several times an hour.

- (2) Phase 2: Regularly cadenced one-way flow of placement period information (including start date of placement, end date of placement, reason placement ended, and name of placement) from Binti to

UNITY to keep UNITY up to date with placement data from Binti. We anticipate the API refresh rate or cadence to be several times an hour.

(ii) Binti will provide the API Integration Services including the above, provided that: (1) UNITY's APIs are capable of being accessed by a middle tier data exchange subsystem as of the execution of this Agreement and throughout the Term; (2) UNITY's APIs are not substantially altered, such that the middle tier data exchange subsystem developed by Vendor would have to be substantially altered; and (3) Agency does not otherwise deprecate or replace the UNITY APIs.

(iii) The services described in this Section 2(d) are contingent upon the Nevada Department of Child and Family Services continuing to support the API integration related work described herein.

(iv) Leveraging the API, Client will be able to obtain read-only access in order to generate reports and analytics. Client will be permitted to download its data through the API and through csv downloads.

3. Customer Obligations.

(a) Customer shall make available the following individuals to Binti:

- (i) Executive Sponsor: An executive level decision maker the Client that will meet with the Binti team every 6 weeks.
- (ii) Launch Lead: A person responsible for project management who will work directly with Binti to connect all of the necessary program, IT, workforce training and other teams during onboarding with Binti. The Launch Lead will attend most launch meetings and may sync with the Binti launcher weekly for 30 minutes.
- (iii) Program Expert(s): This person or people knows the Client's processes and requirements for approvals and licensing. They will be a key contact once Client has launched with Binti and they will attend most launch meetings.
- (iv) IT Experts: These people know the Client's IT systems and will support integration with Binti's API. They will attend some launch meetings.
- (v) Data Experts: These people will know how to pull and format data from Client's current systems and will attend some launch meetings.

(b) Customer shall engage in the following efforts:

- (i) Workforce development/training
- (ii) Change management
- (iii) Stakeholder communications
- (iv) Provision of additional personnel or information, as reasonably requested by Binti
- (v) Provision of process and policy updates to Binti

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

BINTI, INC.

By: 
Name: Jamie Gray
Title: Assistant Secretary

CLIENT

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: Jason Patchett
Jason Patchett (Dec 14, 2023 10:19 PST)

JASON B. PATCHETT
Deputy District Attorney

EXHIBIT C

SUPPORT AND SERVICE LEVEL AGREEMENT

This Support and Service Level Agreement (“SLA”) is incorporated by reference into the Master Subscription and Services Agreement (“Agreement”). All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement above.

1. Service Availability. Binti will use commercially reasonable efforts to make the Licensed Modules available in accordance with the following standards:

System Availability Measure	Standard
Service monthly uptime (“Availability”)	99.5%*

*Excludes scheduled downtime (of which Binti will give prior written notice and which Binti will schedule between the hours of 10PM and 4AM Pacific Standard Time).

2. Failure to Meet Availability Standards. In the event the Licensed Modules do not meet the Availability standard, Client will be eligible to receive a service credit as described below. Service credits are calculated as a percentage of the Fees paid by you for the Licensed Modules in a given billing cycle in accordance with the schedule below:

Monthly Availability	Service Credit Percentage
Less than 99.5% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 95%	15%
Less than 95%	25%

Binti will apply any service credits only against future payments or Fees otherwise due from Client. At Binti’s discretion, Binti may issue the service credits as a refund in the original method of payment where no further fees are due or payable. Client’s sole and exclusive remedy for any unavailability or failure to meet Availability standards or nonperformance of failure by Binti to provide the Licensed Modules is the receipt of Service Credits in accordance with the terms of this SLA.

To be eligible for service credits, Client will need to submit a written claim to Binti (SLA@binti.com) within thirty (30) days of the incident and include the following:

- Identification of the Licensed Module with respect to which Client is claiming the service credits, together with the specific dates, times, and availabilities for the periods with less than 99.5% Availability
 - Any supporting documentation that supports the claimed outage
3. Support. Binti will provide technical support (“Support”) to Client from 9 AM-10 PM ET Monday through Friday during the Term except for national holidays in the United States and June 19th. Support may be non-live and/or limited for up to four (4) days per year due to staff training. To request Support, Client must contact Binti via Live Chat within family.binti.com, via phone at 844-424-6844, or via email at help@binti.com. Support will return/answer all messages received outside of the aforementioned hours during the following business day.

(a) Provision of Support. Binti will provide technical Support to the following Client technical contact, or his/her/their designate: [TO BE ADDED]. Binti will not be responsible for addressing or resolving Events (defined below) that Binti reasonably determines are caused by Client’s systems, any misuse of the Platform, and/or any breach of the Agreement.

(b) Events. “Events” are occurrences that impact the availability of the Platform, except for scheduled downtime, as determined by Binti in its reasonable discretion. Binti distinguishes among four classes of Events as follows:

- (i) **Critical Event:** A complete loss of the Platform's functionality such that no user can use the Platform, with no workaround available.
- (ii) **High Event:** The Platform's functionality is materially impaired such that at least approximately 10% of users cannot use the Platform for its intended purpose. There is a major impact on users and minimal functionality is available.
- (iii) **Medium Event:** An event causing users to lose some level of functionality, but users are still able to utilize the Platform for its intended purpose or an event not meeting the criteria of Critical or High because there is a workaround available which does not negatively impact the User from using the Platform for its intended purpose. Such events will be consistent and reproducible.
- (iv) **Low Event:** Any other problems or issues that do not rise to Critical, High, or Medium events. Most users would not notice or be impacted if not addressed.

(c) Target Response Times. Binti will use commercially reasonable efforts to meet the following target time frames for response to Events, from the time Binti receives a Support request:

<u>Event Level</u>	<u>Target Response Time</u>
Critical	4 hours or better
High	24 hours or better
Medium	3 business days
Low	

(d) Resolution. Binti will use commercial reasonable efforts to resolve Events within a reasonable time following response, as determined in Binti's reasonable discretion after assessing the Event.

Exhibit D
Binti Website Terms of Use

Last updated: July 22, 2020.

These Terms of Use govern your access to and use of Binti at www.Binti.com ("Site"), and the information and materials on this Site (the "Content") (collectively, the "Service"). This Site is operated by Binti ("Binti" or "we" or "us"). These Terms of Use constitute the entire agreement with respect to your access to and use of this Site and the Content. Any use of the Binti Platform by a paying customer or its employees, contractor or third parties that the customer authorizes to assess the Binti Platform is subject to the terms of the current governing contract ("Agreement(s)"), such as Binti's Master Subscription and Services Agreement, between Binti and customer. Nothing in these Terms of Use should be construed to alter such Agreements.

By accessing or using this Service, you agree that you have read, understood, and accept these Terms of Use, our Privacy Policy, and all other policies or notices posted by us on our Service. IF YOU DO NOT ACCEPT OR AGREE WITH THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICE.

Binti reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time through Client's amendment process and mutually agreed to by both parties. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Service following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Binti grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Service.

Terms of Restrictions on Access and Use

You may use this Site provided that (i) you are over 18 years of age, (ii) you are using the Site for your own individual use, (iii) you do not copy the Site, Service, or any part of it, (iv) you do not modify the Site or any part of it, and (v) you comply with all applicable laws, rules, regulations, and court orders.

Binti, its suppliers and service providers retain all right, title and interest (including all copyright, trade secret, patent and other rights) in and to the Services. If you give feedback on the Site, for example recommendations for improvements or features, such feedback will be deemed non-confidential and non-proprietary, and implementation of that feedback is owned by us and may become part of the Services without compensation to you. We reserve all rights in and to the Services unless we expressly state otherwise. The Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code, including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of Content, contained on the Services is owned, controlled, or licensed by Binti, and is protected by copyright, patent and trademark laws, and other various intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the Services and no Content may be copied, reproduced, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including mirroring) to any other computer, server, Website or other medium for publication or distribution or for any commercial enterprise, without Binti's express written consent.

You may download publicly-available Content on this Site only for your personal, non-commercial use, provided that: (i) you keep intact all copyright and other proprietary notices; and (ii) if your copying or use of copyrighted materials on this Site is other than "fair use" under federal copyright laws, you must seek permission directly from us.

Your Responsibilities

You are responsible for your use of the Services. You agree to act within the bounds of common decency when using our Site. You agree not to stalk, harass, bully or harm another individual. You may not do any of the following:

- Violate any copyrights, and other proprietary or intellectual property rights in this Service or the Content;
- Solicit, collect or use the login credentials of other Binti users;
- Engage in any "data mining," "deep-link," "page-scrape," or use "bots/spiders" or similar data gathering and extraction tools or methods in connection with this Service or the Content;
- Decompile, reverse engineer, disassemble, lease, sell, distribute, or reproduce this Service;
- Transmit, post, submit or otherwise make available: (a) content that is unlawful, false, inaccurate, harmful, obscene, or otherwise objectionable, including but not limited to any content that infringes on any intellectual property right, proprietary, or privacy right; (b) viruses, Trojan horses or other harmful programs or material; or

- (c) not use any device, software or routine to interfere with the proper working of the Service, (d) advertising or promotional materials, "spam," or any other form of solicitation;
- With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, Binti prohibits the creation of and you agree that you will not create an account for anyone other than yourself;
- Misrepresent your affiliation with or impersonate any person or entity;
- Interfere with or disrupt this Service, including imposing an unreasonable or disproportionately large load on the infrastructure of the Service, or attempt to circumvent this Service's security features;
- Remove or modify any copyright notices, other proprietary notices, or references to these Terms of Use in the Content or on this Service;
- Misrepresent the Content or this Site, or misinform others about the origin or ownership of the Content or this Site; and
- Probe, scan, or test the vulnerability of the Site or any network connected to the Site, nor breach the security or other authentication measures on the Site or any network connected to the Site.

You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your Content, including but not limited to, copyright laws.

User Content

You are responsible for all content that you transmit or otherwise make available to the Service. Your access to and use of this Service may be monitored, including but not limited to, for the purpose of identifying illegal or unauthorized activities. All Personal Information collected from you is governed by our [Privacy Policy](#).

Termination

You agree that Binti may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine you have violated these Terms of Use or other agreements or guidelines which maybe be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Binti, for which monetary damages would be inadequate, and you consent to Binti obtaining any injunctive or equitable relief that Binti deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Binti may have at law or in equity.

Disclaimers

THE SERVICE, INCLUDING, WITHOUT LIMITATION, BINTI CONTENT, IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER BINTI NOR ANY EMPLOYEES, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY, THE "BINTI PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICE; (B) THE BINTI CONTENT; (C) USER CONTENT; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO BINTI OR VIA THE SERVICE. IN ADDITION, THE BINTI PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

THE BINTI PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE BINTI PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE BINTI PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE BINTI PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.

BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE AND SERVICE.

YOU UNDERSTAND AND AGREE THAT BINTI IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN EXPECTANT PARENTS, BIRTH PARENTS, PROSPECTIVE FOSTER/ADOPTIVE PARENTS, OR ADOPTION/FOSTER CARE SERVICE PROVIDERS, NOR IS BINTI A LICENSED ADOPTION/FOSTER CARE AGENCY, LAW FIRM, OR FACILITATOR. BINTI HAS NO CONTROL OVER THE CONDUCT OF EXPECTANT PARENTS, BIRTH PARENTS, PROSPECTIVE ADOPTIVE/FOSTER PARENTS, ADOPTION/FOSTER CARE SERVICE PROVIDERS, AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU UNDERSTAND THAT BINTI DOES NOT SOLICIT OR MATCH SPECIFIC BIRTH PARENTS, CHILDREN, OR PROSPECTIVE ADOPTIVE/FOSTER PARENTS AND THAT BINTI DOES NOT PROVIDE LEGAL OR THERAPEUTIC COUNSELING SERVICES.

Limitation of Liability; Waiver

Any use of the Binti Platform by a paying customer or its employees, contractor or third parties that the customer authorizes to assess the Binti Platform is subject to the Agreement between Binti and customer.

Indemnification

Any use of the Binti Platform by a paying customer or its employees, contractor or third parties that the customer authorizes to assess the Binti Platform is subject to the Agreement between Binti and customer.

Notice

Where Binti requires that you provide an e-mail address, you are responsible for providing Binti with your most current e-mail address. In the event that the last e-mail address you provided to Binti is not valid, or for any reason is not capable of delivering to you any notices required or permitted by this Agreement, Binti's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Binti via email at contact@binti.com and such notice shall be deemed given when sent by confirmed e-mail.

Electronic Communications

The communications between you and Binti use electronic means, whether you visit the Site or the Service or send Binti emails, or whether Binti posts notices on the Site or Service or communications with you via email. For contractual purposes, you (1) consent to receive communications from Binti in an electronic form; and (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that Binti provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

Territorial Restrictions

The information provided within the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Binti to any registration requirement within such jurisdiction or country.

California Users And Residents

Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about Binti must be addressed to our agent for notice and sent via email to contact@binti.com. California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

General

If any provision of these Terms of Use is unlawful, void or unenforceable, then that provision will be deemed severable from the remaining provisions and will not affect their validity and enforceability. The failure by Binti to enforce any provision in these Terms of Use will not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time. Nevada law, without regard to conflict of laws provisions, will govern these Terms of Use. We will have the right to use for any purpose, free of charge, all information or content submitted via this site except those submissions made under separate legal contract.

Binti may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against Binti's rights or property of visitors to or users of the Site, including Binti's customers. Binti reserves the right at all times to disclose any information that Binti's deems necessary to comply with any applicable law, regulation, legal process or governmental request. Binti may also disclose your information when Binti determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

Left Blank Intentionally.



EXHIBIT E

Licensed Modules, Professional Services, and Fees

Licensed Module	Fees Yr 1
Binti Licensing/Approvals Module - Software License, Implementation & Training (Exhibit B, Sections 2a-2c)	\$490,000
Binti Placements/Matching Module - Software License, Implementation & Training (Exhibit B, Sections 2a-2c)	\$350,000
API Implementation (Exhibit B, Section d)	\$150,000
Total	\$990,000

Licensed Module	Fees Yr 2
Binti Licensing/Approvals Module	\$504,700
Binti Placements/Matching Module	\$360,500
API Implementation- Billed on a prorated weekly basis as used, not to exceed	\$150,000
Total	\$1,015,200

Licensed Module	Fees Yr 3
Binti Licensing/ Approvals Module	\$519,841
Binti Placements/Matching Module	\$371,315
Total	\$891,156

Licensed Module	Fees Yr 4
Binti Licensing/Approvals Module	\$535,436.23
Binti Placements/Matching Module	\$382,454.45
Total	\$917,890.68

Licensed Module	Fees Yr 5
Binti Licensing/Approvals Module	\$551,499.32
Binti Placements/Matching Module	\$393,928.08
Total	\$945,427.40
5 Year Total	\$4,759,674.08

Where Client requests additional customization work beyond that provided for in Exhibit B, it shall be provided on a T & M basis, and subject to the aggregate not to exceed amount of \$100,000.

To the extent that there are additional customizations, rates will not be increased beyond that standard inflation rate of 3% annually.

Year 1: \$250 hourly rate
Year 2: \$257.50 hourly rate
Year 3: \$265.23 hourly rate
Year 4: \$273.19 hourly rate
Year 5: \$281.39 hourly rate

EXHIBIT F
CBE 606901-23
LICENSING AND PLACEMENT MASTER SUBSCRIPTION AND SERVICES AGREEMENT

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, BIDDERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL

1. **FORMAT / TIME**
SUCCESSFUL BIDDER shall provide COUNTY with Certificates of Insurance, per the sample format (page 3-4), for coverage as listed below, and endorsements affecting coverage required by this bid within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance and shall be maintained for the duration of CONTRACT and any renewal periods.
2. **BEST KEY RATING**
COUNTY requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.
3. **COUNTY COVERAGE**
COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability insurance coverage. SUCCESSFUL BIDDER'S insurance shall be primary as respects to COUNTY, its officers and employees.
4. **ENDORSEMENT / CANCELLATION**
SUCCESSFUL BIDDER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL BIDDER'S contractual obligation of additional insured to COUNTY. All policies must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. **Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.**
5. **DEDUCTIBLES**
All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**. ***If the deductible is "zero" it must still be referenced on the certificate.***
6. **AGGREGATE LIMITS**
If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **\$2,000,000**.
7. **COMMERCIAL GENERAL LIABILITY**
Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability, coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. **A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.**
8. **AUTOMOBILE LIABILITY**
Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by SUCCESSFUL BIDDER and any auto used for the performance of services under CONTRACT. **A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.**

9. PROFESSIONAL LIABILITY OPTIONAL
SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000 aggregate**. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of CONTRACT. Any retroactive date must coincide with or predate the beginning of CONTRACT and may not be advanced without the consent of COUNTY.
10. WORKERS' COMPENSATION
SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
11. FAILURE TO MAINTAIN COVERAGE
If SUCCESSFUL BIDDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.
12. ADDITIONAL INSURANCE
SUCCESSFUL BIDDER is encouraged to purchase any such additional insurance as it deems necessary.
13. DAMAGES
SUCCESSFUL BIDDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by SUCCESSFUL BIDDER, their subcontractors or anyone employed, directed or supervised by SUCCESSFUL BIDDER.
14. COST
SUCCESSFUL BIDDER shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).
15. INSURANCE SUBMITTAL ADDRESS
All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.
16. INSURANCE FORM INSTRUCTIONS
The following information must be filled in by SUCCESSFUL BIDDERS' Insurance Company representative:
1. Insurance Broker's name, complete address, contacts name, phone and fax numbers.
 2. SUCCESSFUL BIDDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Medical Expenses (\$5,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) General Aggregate (\$2,000,000)
 - (H) Products - Completed Operations Aggregate (\$2,000,000)
 5. Automotive Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)

6. Worker's Compensation

7. Professional Liability

- (N) Policy Number
- (O) Policy Effective Date
- (P) Policy Expiration Date
- (Q) Aggregate (\$1,000,000)

8. Cyber Liability

- (R) Policy Number
- (S) Policy Effective Date
- (T) Policy Expiration Date
- (U) Aggregate (\$2,000,000)

9. Description: CBE Number 606901-23 and LICENSING AND PLACEMENT MASTER SUBSCRIPTION AND SERVICES AGREEMENT (must be identified on the initial insurance form and each renewal form).

10. Certificate Holder

Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

11. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:		
	PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	
	FAX (A/C No.):	BROKER'S FAX NUMBER	
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS		
INSURED 2. SUCCESSFUL BIDDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		3. CARRIER'S
	INSURER B:		BEST KEY
	INSURER C:		RATING
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
							MED EXP (Any one person)	\$(F) 5,000
							PERSONAL & ADV INJURY	\$(G) 1,000,000
							GENERAL AGGREGATE	\$(H) 2,000,000
							PRODUCTS - COMP/OP AGG	\$(I) 2,000,000
							DEDUCTIBLE MAXIMUM	\$ 25,000
5.	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS	OTHER \$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000
8.	CYBER LIABILITY			(V)	(W)	(X)	AGRREGATE	\$(Y) 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

9. CBE NO. 606901-23; LICENSING AND PLACEMENT MASTER SUBSCRIPTION AND SERVICES AGREEMENT.

10. CERTIFICATE HOLDER**CANCELLATION**

CLARK COUNTY, NEVADA C/O PURCHASING AND CONTRACTS DIVISION GOVERNMENT CENTER, FOURTH FLOOR 500 S. GRAND CENTRAL PARKWAY P.O. BOX 551217 LAS VEGAS, NV 89155-1217	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	11. AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND PROJECT NAME: 606901-23, LICENSING AND PLACEMENT MASTER SUBSCRIPTION AND SERVICES AGREEMENT

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

**ATTACHMENT 1
CBE NO. 606901-23
LICENSING AND PLACEMENT MASTER SUBSCRIPTION AND SERVICES AGREEMENT**

**AFFIDAVIT
(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, _____, on behalf of my company _____, being duly sworn, depose and declare:
(Name of Sole Proprietor) (Legal Name of Company)

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of CONTRACT, identified as CBE No. 606901-23, entitled LICENSING AND PLACEMENT MASTER SUBSCRIPTION AND SERVICES AGREEMENT;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of CONTRACT, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, _____,

by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL