

## RENEWAL ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”) is pleased to provide **Hollister, CA** (“**Customer**”) with the Services subject to the terms established in this Order Form, including DebtBook’s Price Quote attached as **Exhibit A** and incorporated herein by this reference (the “**DebtBook Quote**”).

On and after the Effective Date listed below, this Order Form supersedes and replaces the Order Form previously executed and delivered by DebtBook and the Customer (the “**Original Order Form**”). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook’s General Terms & Conditions, which were provided to Customer in connection with the execution and delivery of the Original Order Form (the “**Terms & Conditions**”), and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Form Details	
Effective Date: 4/21/2023	Billing Frequency: Annually
Initial Term End Date: 4/20/2024	Payment Terms: Net 30
Initial Pricing Tier: Tier 3	See the DebtBook Quote for more details

**Services.** Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

**Fees.** DebtBook will charge Customer (1) a recurring Subscription Fee for Customer’s access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer’s applicable Pricing Tier, which is based on the total number and amount of the Customer’s Application Obligations at the time of determination. DebtBook’s current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer’s good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer’s Application Obligations during the Initial Term.

**Implementation Services.** At Customer’s request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an “**Implementation Period**”). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer’s Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer’s Application Obligations implemented causes Customer’s applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

**Billing.** Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

**Renewal Term.** The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

**Termination.** The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

**Entire Agreement.** By executing this Order Form, each party agrees to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

**Intellectual Property.** Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

**Important Disclaimers & Limitations.** EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

**Notices.** Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

**Authority: Execution.** Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

**FIFTH ASSET, INC., D/B/A DEBTBOOK**

**HOLLISTER, CA**

By: \_\_\_\_\_  
Name:           Tyler Traudt            
Title:           CEO                  

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Notice Address**

PO Box 667950  
Charlotte, NC 28266  
Attention: Chief Executive Officer  
account-management@debtbook.com

**Notice Address**

375 Fifth St  
Hollister, CA 95023  
Attention: Casey Estorga  
[Casey.Estorga@Hollister.Ca.Gov](mailto:Casey.Estorga@Hollister.Ca.Gov)

**Billing Contact**

Same as above

**Exhibit A**  
**DebtBook Quote**

[See attached.]



## DebtBook Quote

### Hollister, CA

Hollister, CA 95023

#### Casey Estorga

Administrative Services Director

Casey.Estorga@Hollister.Ca.Gov

#### Prepared By:

DebtBook

Tyler Hunt

Customer Success Manager

tyler.hunt@debtbook.com

#### Notice Address:

PO Box 667950

Charlotte, NC 28266

## Products & Services

Description	Qty	Annual Fee	Discount	Total
Implementation Charge: Tier 3 <small>This represents the cost of our Guided GASB 96 Implementation process for your organization.</small>	1	\$3,000 Year 1	\$3,000	\$0 Year 1 Cost
Subscription Charge: Tier 3 <small>This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.</small>	1	\$20,000 Year 1	\$2,000	\$18,000 Year 1 Cost

**Total 1 Year Renewal Cost with Implementation :**

**\$18,000**