

RENEWAL ORDER FORM

**RELATING TO A MASTER AGREEMENT WITH
REGION 14 EDUCATION SERVICE CENTER**

Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”) is pleased to provide **Independence, MO** (“**Customer**”) with the Services subject to the terms established in this Order Form and under a Master Agreement dated as of August 16, 2021 and referenced as Contract Number 14-03 (the “**Master Agreement**”) between DebtBook and Region 14 Education Service Center (“**Region 14 ESC**”), on its own behalf and on behalf of other government agencies, and made available through the National Cooperative Purchasing Alliance (“**NCPA**”), as administrative agent under an Administration Agreement dated as of August 16, 2021 (the “**Administration Agreement**,” and together with the Master Agreement, the “**NCPA Agreements**”) between NCPA and DebtBook.

DebtBook will provide the Services pursuant to the terms of the NCPA Agreements, this Order Form, including the price quote attached as **Exhibit A** and incorporated herein by this reference (the “**DebtBook Quote**”), and 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**”), which have been provided to Customer, 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.

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.

By executing this Order Form, DebtBook and Customer agree to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms (collectively, the “**Agreement**”). The NCPA Agreements and the Agreement constitute the entire agreement between the parties and supersede any prior discussion or representations regarding the Customer’s purchase and use of the Services.

Order Form Details	
Effective Date: 7/1/2023	Billing Frequency: Annually
Initial Term End Date: 6/30/2026	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 and the NCPA Agreements, 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.

DebtBook sets Fees using its standard pricing schedule for the Services in accordance with the NCPA Agreements and 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.

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

INDEPENDENCE, MO

By: _____
Name: Tyler Traudt
Title: CEO

By: _____
Name: _____
Title: _____

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Tyler Traudt
account-management@debtbook.com

Notice Address

111 E. Maple Ave.
Independence, MO 64050
Attention: Cindy Gray
cgray@indepmo.org

Billing Contact

111 E. Maple Ave.
Independence, MO 64050
Attention: Cindy Gray
cgray@indepmo.org

Exhibit A
DebtBook Quote

[See attached.]



DebtBook Quote

Independence, MO

111 E. Maple Ave.
Independence, MO 64050

Cindy Gray

Chief Financial Officer
cgray@indepmo.org
(816) 325-7062

Prepared By:

DebtBook
Casey Littleton
Customer Success Manager
casey.littleton@debtbook.com

Notice Address:

PO Box 667950
Charlotte, NC 28266

Products & Services

Description	Qty	Annual Fee	Discount	Total
Implementation Charge: Tier 3 This represents the cost of our White Glove GASB-96 Implementation process for your organization.	1	\$3,000 Year 1	-	\$3,000 Year 1 Cost
Subscription Charge: Tier 3 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.	1	\$20,000 Year 1	18%	\$16,500 Year 1 Cost
Subscription Charge: Tier 3 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.	1	\$20,000 Year 2	10%	\$18,000 Year 2 Cost
Subscription Charge: Tier 3 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.	1	\$20,000 Year 3	-	\$20,000 Year 3 Cost

Total 3 Year Renewal Cost: \$57,500