

RENEWAL ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("DebtBook") is pleased to provide Williamson County, TX ("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: 08/30/2023	Billing Frequency: Annually
Initial Term End Date: 09/30/2026	Payment Terms: Net 30
Initial Pricing Tier: Tier 4	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. Notwithstanding anything in the Terms & Conditions to the contrary, at any time after the Initial Term End Date, the Customer may terminate the Agreement for any reason or for no reason by giving DebtBook 120 days' prior written notice. If Customer terminates the Agreement pursuant to this paragraph, Customer will be liable only for its pro rata share of Services rendered through the termination date. Except as provided in this paragraph, the Agreement is otherwise subject to early termination on the terms set forth in the Terms & Conditions.

Late Fees. Notwithstanding anything in Section 4(a) of the Terms & Conditions to the contrary, payments for Services under the Agreement are governed by, and will be paid in accordance with, Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due, which rate will equal the sum of (a) 1.0% and (b) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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.

Right to Audit. The Customer or its duly authorized representatives shall, until the expiration of three years after final payment under the Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of DebtBook which are directly pertinent to the any Fees charged for the Services performed under the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Customer shall have access during normal working hours to all necessary DebtBook facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this paragraph. The Customer shall give DebtBook reasonable advance notice of intended audits.

Jurisdiction; Venue. Notwithstanding anything in Section 12(a) of the Terms & Conditions to the contrary, any claim arising out of the Agreement must be brought in Williamson County, Texas or the federal courts located in the State of Texas. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding. For the avoidance of doubt, the State of Texas is the "Governing State" for all purposes of the Agreement.

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

WILLIAMSON COUNTY, TX

By: Tyler Traudt
Name: Tyler Traudt
Title: CEO

By: Bill Gravell Jr. Jun 13, 2023
Bill Gravell Jr. (Jun 13, 2023 14:10 CDT)
Name: Bill Gravell Jr.
Title: County Judge

Notice Address

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

Notice Address

301 SE Inner Loop
Georgetown, TX 78626
Attention: pnavarrette@wilco.org
(512) 943-1573

Billing Contact

301 SE Inner Loop
Georgetown, TX 78626
Attention: pnavarrette@wilco.org
(512) 943-1573

Exhibit A
DebtBook Quote

[See attached.]



DebtBook Quote

Williamson County, TX

301 SE Inner Loop
Georgetown, TX 78626

Pam Navarrette

Assistant Financial Director
pnavarrette@wilco.org
(512) 943-1573

Prepared By:

DebtBook
Riley Knowles
Account Manager
riley.knowles@debtbook.com

Notice Address:

1431 W Morehead St Suite
200 Charlotte, NC 28208

Products & Services

Description	Qty	Annual Fee	Discount	Total
Implementation Charge: Tier 4 <small>This represents the cost of our White Glove GASB-96 Implementation process for your organization which will begin upon contract execution in Fiscal Year 2023.</small>	1	\$5,000 Implementation	60%	\$2,000 Implementation Cost
Subscription Charge: Tier 4 <small>This represents the pro-rated subscription charge.</small>	1	\$2,500 1 month	-	\$2,500 Month 1 Cost 08/30/23-09/30/23

Total 1 Month Renewal Cost:	\$4,500
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