



ORDER FORM

I. General Information

Customer Information

Customer Name: Humboldt County, CA ("Customer")
 Address: 825 5th St.
 Eureka, CA 95501
 Contact Name: Amy Christensen
 Email: achristensen@co.humboldt.ca.us

Customer Billing Information

Address: 825 5th St.
 Eureka, CA 95501
 Billing Email: achristensen@co.humboldt.ca.us

Order Form Information

Order Form Effective Date: Date of last signature

Agreement Effective Date: November 17, 2023

II. Products & Services

Products

Item & Description		Year 1	Year 2	Year 3
Debt Management	List Price	\$20,000.00	\$20,000.00	\$20,000.00
Annual recurring fee for DebtBook's debt management software-as-a-service application provided to Customer through access to the Application Services	Discount	(\$2,000.00)	(\$2,000.00)	(\$2,000.00)
	Subtotal	\$18,000.00	\$18,000.00	\$18,000.00

Services

Item & Description		Year 1
Debt Premium Implementation	List Price	\$10,000.00
One-time fee for Premium Implementation Services related to DebtBook's debt management software-as-a-service application	Subtotal	\$10,000.00

Annual Summary

	Year 1	Year 2	Year 3
Recurring Subscription Fees	\$18,000.00	\$18,000.00	\$18,000.00
One-Time Implementation Fees	\$10,000.00		
Annual Total	\$28,000.00	\$18,000.00	\$18,000.00

TOTAL CONTRACT VALUE **\$64,000.00**

III. Order Form Terms

- Services.** This Order Form sets forth the Services to be provided to Customer, including the specific Products to be provided to Customer through its access to the Applications Services.
- Term.** The Initial Term of this Order Form begins on the Order Form Effective Date of this Order Form as indicated above and will continue for 3 years through November 16, 2027. The first year of this Order Form will start as of the Order

Form Effective Date and run through November 16, 2025. The Term of this Order Form will run November 17-November 16 to align with Customer's current Products & Services. Thereafter, this Order Form will renew in accordance with the Agreement (as defined below).

- 3. **Fees.** DebtBook will invoice Customer upon the Order Form Effective Date and Customer will pay Fees herein for the first year of the Initial Term in accordance with the payment terms of the Agreement. All Fees thereafter will be due and payable annually and subject to the payment terms of the Agreement. Each invoice will be emailed to Customer's billing contact indicated herein.

IV. Additional Terms

- 1. **Leases & Subscriptions.** The current term for the Leases & SBITAs Management Product runs from November 17, 2023, to November 16, 2026. The Parties have agreed to extend the Term of the Leases & SBITA Management Product for an additional 1 year through November 16, 2027, for \$15,000 for the 2026-2027 year of the Term.
- 2. **DebtBook Support.** DebtBook Support will update debt issuances or add new debt issuances for Customer upon Customer's request. Customer must provide DebtBook Support with the new debt issuance or the update to a debt issuance with the request. DebtBook will provide this Support at no additional fee during the Initial Term of the Order Form. Additionally, Customer may add a new debt issuance or update a debt issuance at any time on its own behalf.

V. General Terms

This Order Form and the Services are governed by the written Agreement executed between the Parties. The Agreement supersedes any prior discussion or representations regarding Customer's purchase and use of the Products and Services described in this Order Form. Each of the undersigned represents that (1) they are authorized to execute and deliver this Order Form on behalf of their respective party, (2) they are authorized to bind their respective party to the terms of the Agreement, and (3) if Customer is a Government Entity, sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer's current fiscal year. Capitalized terms not defined herein will have the same meaning ascribed to them as set forth in 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. If permitted by applicable law, electronic signatures may be used for the purpose of executing this 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

Humboldt County, CA

By: 

By: _____

Name: Michael Juby

Name: _____

Title: COO & Secretary

Title: _____

Date: 11/4/2024

Date: _____