

## ORDER FORM

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

### **Order Details**

Effective Date: 10/31/2022

Initial Term End Date: 10/30/2023

Initial Pricing Tier: Tier 3

Billing Frequency: Annually

Payment Terms: Net 30

See the DebtBook Quote for additional 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 initial implementation and onboarding process, DebtBook will provide Customer with the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

**Fees.** DebtBook will charge Customer (1) a one-time Implementation Fee for its initial Implementation Services and (2) a recurring Subscription Fee for Customer’s ongoing access to the Application Services and Support Services.

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 debt and lease obligations outstanding at the time of determination. The Initial Pricing Tier indicated above is based on Customer’s good faith estimate of its total number and amount of debt and lease obligations currently outstanding and will not change during the Initial Term, regardless of (1) the actual number or amount of the Customer’s debt and lease obligations implemented as part of the Implementation Services or (2) any changes during the Initial Term to Customer’s debt and lease obligations.

**Billing.** Unless otherwise provided in 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 Initial Term 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 debt and lease obligations outstanding at the time of renewal.

**Termination.** In addition to the early termination events described in Section 10(b) of the Terms & Conditions, the Customer may terminate the Agreement if (1) Customer, within 15 business days of receiving Notice of any amendment or modification to any terms of the Incorporated Documents (a “Modification”), provides DebtBook with written notice of its objection to the Modification and (2) DebtBook fails, in Customer’s reasonable judgment, to address Customer’s objection within 10 business days of receiving Customer’s written notice. No Modification to which Customer has provided written objection in accordance with this paragraph will take effect with respect to the Customer until DebtBook has provided written Notice in response to such objection.

Notwithstanding anything in the Agreement to the contrary, if Customer terminates the Agreement pursuant to the preceding paragraph, then DebtBook shall promptly provide Customer a prorated refund of any Fees paid by Customer for the period of the Term remaining after the effective date of termination.

In addition to the early termination events described in Section 10(b) of the Terms & Conditions, Customer may also terminate the Agreement for any reason or for no reason by giving DebtBook 60 days’ prior written notice.

If Customer terminates the Agreement pursuant to this paragraph, Customer shall not be entitled to a refund of any Fees paid prior to such termination date.

Except as provided in this section, the Agreement is otherwise 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 (1) this Order Form, (2) the Terms & Conditions, (3) the Incorporated Documents, and (4) 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.

**Sovereign Immunity.** Nothing contained in the Agreement shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained in the Agreement shall be construed to be a consent by either party to be sued by third parties in any matter arising out of the Agreement or any other agreement.

**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.

**Governing Law: Jurisdiction.** For the avoidance of doubt, the State of Florida is the "Governing State" for all purposes of the Agreement. Any claim arising out of the Agreement shall be brought in the state or federal courts located in Monroe County, Florida, Lower Keys Division of the Circuit Court, or the Southern District of Florida. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

**Public Records.** Notwithstanding anything in the Terms & Conditions to the contrary, pursuant to Florida Statute §119.0701, as amended, the parties shall comply with all public records laws of the State of Florida, including but not limited to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Customer in the performance of the Agreement.
2. Provide the public with access to public records on the same terms and conditions that the Customer would provide the records and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, as amended, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and make available or transfer, upon request by the Customer, at no cost, to the Customer all public records in DebtBook's possession upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer.

**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**

By: Tyler Traudt  
Name: Tyler Traudt  
Title: CEO

**Notice Address**

300 W. Summit Avenue, Suite 110  
Charlotte, NC 28203  
Attention: Chief Executive Officer  
tyler.traudt@debtbook.com

**CITY OF KEY WEST, FL**

By:   
Name: Patti Melanchione  
Title: City Manager

**Notice Address**

1300 White St  
Key West, FL 33040  
Attention: City Manager

With copies to:

1300 White Street  
Key West, Florida 33040  
Attention: Finance Director

**Billing Contact**

1300 White St  
Key West, FL 33040  
Attention: Nancy Kielman  
ngibson@cityofkeywest-fl.gov

## DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern the Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

### 1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Services**” means DebtBook’s debt and lease management software-as-a-service application.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook’s website at <https://support.debtbook.com/>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions for new features, functionality, or changes to the DebtBook IP.

“**Governing State**” means, if Customer is a governmental entity, the state in which Customer is located.

“**Implementation Services**” means onboarding and implementation services, including entry of relevant data, as necessary to make the Application Services available to the Customer during the Initial Term.

“**Incorporated Documents**” means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are attached as Appendix A to these Terms & Conditions.

**“Initial Term”** means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

**“Order Form”** means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term, including, in each case, any applicable Order Form Supplement.

**“Order Form Supplement”** means any Order Form Supplement expressly referenced and incorporated by reference into any Order Form.

**“Privacy Policy”** means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

**“Renewal Term”** means any renewal term established in accordance with the terms of the Agreement.

**“Services”** means, collectively, the Application Services, the Implementation Services, and the Support Services.

**“SLA”** means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms and the terms in the Agreement.

**“Support Services”** means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

**“Term”** means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

**“Usage Policy”** means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

## 2. Access and Use.

(a) **Provision of Access.** Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) **Documentation License.** Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer’s and its Authorized User’s internal business purposes in connection with its use of the Services.

(c) **Customer Responsibilities.** Customer is responsible and liable for its Authorized Users’ access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) **Use Restrictions.** Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) **Suspension.** Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer’s and any Authorized User’s access to any or all of the Services if: (1) Customer

is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "Service Suspension"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. **Service Levels and Support.** Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. **Fees and Payment.**

(a) **Fees.** Customer will pay DebtBook the fees ("Fees") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. **Confidential Information.**

(a) From time to time during the Term, either party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "Confidential Information"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the

Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party and make a reasonable effort to obtain a protective order; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

## 6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to use the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5, on written request by Customer made within 30 days after the effective date of termination of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval.

## 7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS 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. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of

Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, litigation, costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) [Reserved.]

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;



(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) **Termination.** In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) **Survival.** Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9, 11 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

**11. Independent Contractor.** The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

**12. Miscellaneous.**

(a) **Governing Law; Submission to Jurisdiction.** The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State pursuant to the Order Form. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) **Entire Agreement; Order of Precedence.** The Order Form, any 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.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) any Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) **Amendment; Waiver.** No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial

exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a “Notice”) must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as Customer or DebtBook may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party’s reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) **Severability.** If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) **Construction.** The Agreement has been carefully reviewed by each of the parties. Therefore, this Agreement is not to be construed against any party on the basis of authorship.

(h) **Assignment.** Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(i) **Marketing.** Neither party may issue press releases related to the Agreement without the other party’s prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors with written consent.

(j) **State-Specific Certifications & Agreements.** To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(k) **Execution.** Any document 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.

**Attachment A**

**Incorporated Documents**

[See attached.]



# Key West, FL

Key West, FL  
1300 White Street  
Key West, FL 33040  
US

Nancy Kielman  
Deputy Finance Director  
ngibson@cityofkeywest-fl.gov  
(305) 809-3821

Reference: 20220721-134350451  
Quote created: July 21, 2022  
Quote expires: November 11, 2022  
Quote created by: Max Travis  
Regional Sales Director  
max.travis@debtbook.com  
8034631543

## Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
22 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.	22ST3-3	1	\$15,000.00 / year	\$15,000.00 / year for 1 year
22 White Glove Implementation Charge Tier 3 This covers the cost of our White Glove Implementation process for your organization.	22WGI3-3	1	\$0.00	\$0.00 for 1 year

## Subtotals

Annual subtotal \$15,000.00

**Total \$15,000.00**

Questions? Contact me



Max Travis

Regional Sales Director

max.travis@debtbook.com

8034631543

DebtBook

300 West Summit Ave, Suite 110

Charlotte, NC 28203

United States

## SERVICE LEVEL ADDENDUM

### 1 Overview

This Application Service Level Addendum (“SLA”) governs the license and use of the Application Service under the Agreement (as each such term is defined below) between Fifth Asset Inc., d/b/a DebtBook (“DebtBook”), and Customer and is subject to the terms of the Agreement. This SLA is subject to change at DebtBook’s discretion so long as such changes do not result in a material reduction in the level of availability of the Application Service or service credits available hereunder during the purchased subscription term.

### 2 Definitions

For the purposes of this SLA, each of the following terms has the meaning set forth below:

**2.1 “Actual Service Availability”** means the percentage of time that the Application Service was Available in the Calendar Quarter (as defined in Section 5.2) and is calculated in accordance with Section 5.2.

**2.2 “Actual Uptime”** means the total number of minutes in the Calendar Quarter during which the Application Service was Available. Actual Uptime is measured by subtracting the total number of minutes of Unplanned Downtime in the Calendar Quarter from the total number of minutes of Scheduled Uptime in the Calendar Quarter.

**2.3 “Agreement”** means, collectively, any agreement between DebtBook and the Customer applicable to the Application Service, including, if applicable, the Order Form and the Master Subscription Agreement or DebtBook’s General Terms & Conditions, as the case may be.

**2.4 “Application Service”** means DebtBook’s debt and lease management software-as-a-service application, as more particularly described in the Agreement.

**2.5 “Availability” or “Available”** means, subject to the terms of this SLA, that Customer’s Users are able to access the Application Service.

**2.6 “Excluded Events”** means any inability to access the Application Service, or any other interruption or shutdown of the Application Service, resulting from or due to any of the following:

(a) any non-scheduled emergency maintenance necessary to protect the performance, availability, stability, or security of the Application Service, including those initiated by DebtBook in accordance with Sections 8.1 through 8.3 of this SLA;

(b) Internet congestion or slowdown, failure of the internet, or failure of Customer’s network;

(c) circumstances reasonably believed by DebtBook (or any third-party hosting provider) to be a significant threat to the normal operation of the Application Service, the operating infrastructure, the facility from which the Application Service is provided, or otherwise relating to access to or the integrity of Customer Data (e.g., a critical vulnerability, virus, hacker, or malware or denial of service attack);

(d) data transmission failures outside the control of DebtBook and not caused by DebtBook’s negligence or willful misconduct;

(e) any scheduled maintenance or maintenance windows, planned outages, emergency maintenance, or unplanned downtime (i) undertaken at the request or direction of or as otherwise agreed by Customer that requires the Application Service to be temporarily taken offline or (ii) otherwise occurring because of any actions or omissions taken by DebtBook at the request or direction of Customer;

(f) the failure or malfunction of Customer's or any third party's equipment, software components, software applications, systems, or other technology and/or integrations developed by or for Customer that are running on or interacting with the Application Service, in each case not solely owned or controlled by DebtBook;

(g) system administration, commands, or file transfers performed by Customer Users or representatives;

(h) factors outside DebtBook's reasonable control, including, but not limited to, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including DebtBook's third-party hosting provider or other vendors), and other force majeure events;

(i) in full or in part, any acts or omissions of Customer, its employees, contractors, agents, or any other entity over which Customer exercises control or has the right to exercise control, including negligence or material breach of Customer's obligations under the Agreement;

(j) any permitted suspension or termination of Customer's right to use the Application Service due to Customer's or its Users' breach of the Agreement, as set forth in such Agreement;

(k) Customer's lack of availability or delay in responding to incidents that require Customer participation for source identification and/or resolution, including meeting Customer responsibilities for the Application Service;

(l) performance or security issues that result from Customer's failure to accept the application of patches made available by DebtBook;

(m) failures or fluctuations in electrical, connectivity, network, or telecommunications equipment or lines due to circumstances outside of DebtBook's reasonable control;

(n) Customer combining or merging the Application Service with any hardware or software not supplied by DebtBook or not identified by DebtBook in the Documentation as compatible with the Application Service; and

(o) any modification or changes to the configuration of any version of the Application Service not made by DebtBook or not identified by DebtBook in the Documentation.

**2.7 "Scheduled Downtime"** means the total number of minutes in the Calendar Quarter during which the Application Service is not Available due to scheduled or announced Application Service or system maintenance.

**2.8 "Scheduled Uptime"** means the total number of minutes in the Calendar Quarter, less (a) the total number of minutes of Scheduled Downtime in the Calendar Quarter and (b) the total number of minutes in which the Application Service is not Available due to any or all Excluded Events occurring during such Calendar Quarter.

**2.9 "Unplanned Downtime"** means the total number of minutes in the Calendar Quarter during which the Customer had complete loss of ability to access the Application Service, excluding Scheduled Downtime and any time during which the Application Service or any Application Service component is not Available due to an Excluded Event. Unplanned Downtime will be calculated beginning on the second consecutive detection of Unplanned Downtime within a five-minute period and will end when the unplanned downtime has been resolved, in each case as detected by DebtBook's internal monitoring systems.

Each capitalized term used but not otherwise defined in this SLA has the meaning given to such term in the Agreement.



### **3. Hours of Operation**

DebtBook will use commercially reasonable efforts to make the Application Service Available to Customer 24 hours a day, 7 days a week, 365 days a year, except during Scheduled Downtime, Excluded Events, and as otherwise set forth in the Agreement and this SLA.

### **4. Application Service Access; Network Bandwidth and Latency**

Customer access to the Application Service is through the Internet. DebtBook is not responsible for Customer's network connections or for conditions or problems arising from or related to Customer's network connections (e.g., bandwidth issues, excessive latency, network outages) or caused by the Internet. DebtBook uses its own internal monitoring systems to monitor Application Service Availability at all times. DebtBook will notify Customers of any identified issues that will impact Application Service Availability as soon as practicable via email to Customer's designated point of contact.

### **5. Application Service Availability**

#### **5.1 Application Service Availability Target**

Except as otherwise set forth in the Agreement, DebtBook will use commercially reasonable efforts to make the Application Service Available for a Calendar Quarter uptime percentage of 99.9% (the "Application Service Availability Target").

#### **5.2 Calculation of Actual Service Availability**

Measurement of Actual Service Availability begins on the date that the production environment for the Application Service has been made available for access by Customer in accordance with DebtBook's standard business process. Following the end of each of calendar quarter of the purchased subscription term (January – March; April – June; July – September; October – December) (each, a "Calendar Quarter"), DebtBook measures the Actual Service Availability by dividing the Actual Uptime by the Scheduled Uptime and multiplying by 100. All Scheduled Downtime and Unplanned Downtime will be rounded up or down to the nearest one-minute increment, with increments equal to or greater than 30 seconds being rounded up to the next minute. Final determinations of the length of the cumulative periods of Scheduled Downtime and Unplanned Downtime over a Calendar Quarter shall be based on DebtBook's internal server monitoring equipment and records, which is accessible to the Customer via URL at <https://status.debtbook.com>.

### **6. Reporting**

Customer may request a report detailing the Application Service Availability ("**Availability Report**") within 15 days of the end of the prior Calendar Quarter by sending such a request to DebtBook at [support@debtbook.com](mailto:support@debtbook.com). Any claims relating to the accuracy of the Availability Report shall be deemed waived if notice of such dispute is not received within 15 days of the date DebtBook provides such Availability Report to Customer. DebtBook shall be the final arbiter of all determinations of Actual Service Availability and failure to meet the Application Service Availability Target in accordance with this SLA.

### **7. Failure to Meet the Application Service Availability Target**

#### **7.1 Service Credits**

Subject to the terms of Section 7.2 below, if (1) DebtBook fails to meet the Application Service Availability Target in any Calendar Quarter during Customer's subscription term ("**Application Service Availability Failure**") and (2) Customer is not in breach of the Agreement, then Customer may request to receive the following extensions to the subscription term of the Application Service that experienced the Application Service Availability Failure in accordance with the following (the "**Service Credits**"):

<b>Actual Service Availability</b>	<b>Service Credits</b>
Meets Application Service Availability Target	0 days
Less than 1% below Application Service Availability Target	5 days
More than 1% below Application Service Availability Target	15 days

Service Credits for the affected Application Service shall be cumulative and shall extend the term of Customer's subscription as set forth in the most recent Order Form for the Application Service at no cost to Customer. Any renewal by Customer of the affected Application Service shall be effective after all issued Service Credits have been fully utilized. Notwithstanding anything in this SLA to the contrary, the maximum number of Service Credits that DebtBook will issue during a calendar year is 60 days. Except as set forth in Section 7.4, Service Credits may not be exchanged for or converted to monetary amounts.

#### **7.2 Process to Request Issuance of Service Credits**

Customer must request any Service Credit potentially due hereunder no later than: (a) 30 days of the end of the Calendar Quarter in which the Application Service Availability Failure occurred or (b) 15 days after receiving the Availability Report. Service Credit requests must be made by contacting DebtBook at [support@debtbook.com](mailto:support@debtbook.com). Customer waives any right to Service Credits not requested by it in accordance with the terms of this Section 7.2. If (1) the Application Service Availability Failure is validated by DebtBook's internal system monitoring records and (2) Customer is not in breach of the Agreement, DebtBook shall issue the Service Credits to Customer.

#### **7.3 Repeated Failure to Meet the Application Service Availability Target**

If the Application Service experiences an Application Service Availability Failure of below 99.0% for two consecutive Calendar Quarters during the subscription term, Customer may terminate its subscription to the Application Service experiencing such failure effective 10 days following the date of DebtBook's receipt of written notice, and Customer will receive a prorated refund of any amounts pre-paid for the period of the subscription term remaining following the effective date of termination of the affected Application Service. Any termination of the Agreement for repeated failure to meet the Application Service Availability Target is subject to the terms and conditions of the Agreement.

#### **7.4 Service Credit Refunds**

If Customer has outstanding and unused Service Credits for a Application Service following the expiration or termination of the subscription term of the affected Application Service, then Customer shall be entitled to a monetary refund equal to the daily license fees that would be payable by Customer under its subscription for the affected Application Service at the time of the Application Service Availability Failure (excluding any fees payable for a private tenant or environment, or managed or professional services associated with such Application Service), multiplied by the number of days of Service Credits owed to Customer as set forth above; provided, however, that such refund shall first be applied as a credit to Customer's next invoice for any other DebtBook software or Software-as-a-Application Service offering licensed by Customer.

#### **7.5 Sole and Exclusive Remedy**

In no event shall any unavailability or failure of DebtBook to meet the Application Service Availability Target or other parameters under this SLA be deemed to be or constitute a breach by DebtBook of this SLA. **Customer's sole and exclusive remedy for DebtBook's failure to meet the Application Service Availability Target is the issuance of the Service Credits as set forth in Section 7.1 for the affected Application Service only. Customer's sole and exclusive remedy for DebtBook's repeated failure to**

**meet the Application Service Availability Target at below 99.0% for two consecutive Calendar Quarters is the right to terminate the subscription to the affected Application Service in accordance with Section 7.3.**

## **8. Application Service Maintenance and Change Management Policy**

### **8.1 Application Service Maintenance and Changes**

DebtBook performs changes to cloud hardware infrastructure, operating software, product software, and supporting application software to maintain operational stability, availability, security, performance, and currency of the Application Service. For changes that are expected to cause service interruption, DebtBook will endeavor to provide prior notice of the anticipated impact. For Customer-specific changes and upgrades, DebtBook will work to coordinate the maintenance periods with Customer where possible. The durations of the maintenance periods for scheduled or planned maintenance are not included in the calculation of Unplanned Downtime minutes in the quarterly measurement period for Application Service Availability. DebtBook uses commercially reasonable efforts to minimize the use of these reserved maintenance periods and to minimize the duration of maintenance events that may cause Application Service interruptions. All Customer-relevant Application Service notifications will be posted on the homepage located within the purchased Application Service.

### **8.2 Emergency Maintenance**

DebtBook may periodically be required to execute emergency maintenance to protect the security, performance, availability, or stability of the Application Service. Emergency maintenance may include program patching and/or core system maintenance, as required. DebtBook will work to minimize the use of emergency maintenance and, where reasonably practicable, will endeavor to provide Customer prior notice of any emergency maintenance requiring a service interruption.

### **8.3 Major Maintenance Changes**

To help ensure continuous stability, availability, security, and performance of the Application Service, DebtBook reserves the right to perform major changes to its hardware infrastructure, operating software, applications software, and supporting application software under its control. Each such change event is considered planned maintenance and may cause the Application Service to be unavailable for up to 24 hours. DebtBook will endeavor to provide prior notice of the anticipated unavailability.

## **9. Technical Support**

### **9.1 Support Fees**

The fees paid by Customer for the Application Service include DebtBook's provision of the technical support services described in this SLA ("**Technical Support**"). Additional fees are applicable for any other DebtBook support service offerings or other professional or consulting services purchased by Customer.

### **9.2 Support Period**

Technical Support becomes available on the start date of the Application Service subscription term and ends upon the expiration or termination of the Application Service subscription term set forth in the applicable Order Form, as extended, if applicable, by any Service Credits issued under Section 7.1 (the "**Applicable Support Period**"). DebtBook is not obligated to provide the Technical Support described in this SLA beyond the end of the Applicable Support Period.

### **9.3 Technical Contacts**

Customer's technical contacts and other Users of the Application Service are the sole liaisons between Customer and DebtBook for Technical Support and will be responsible for communicating with and providing timely and accurate information and feedback to DebtBook in connection with the Technical Support. Customer's technical contacts must be knowledgeable about the Application Service and the environment to help resolve service issues and to assist DebtBook in analyzing and resolving Technical Support requests. When submitting a Technical Support request, Customer's technical contact should have a baseline understanding of the problem being encountered and an ability to reproduce the problem to assist DebtBook in diagnosing and triaging the problem. To avoid interruptions in Technical Support, Customer must notify DebtBook whenever technical contact responsibilities are transferred to another individual.

### **9.4 Technical Support**

Technical Support includes:

- 24 x 7 access to the web-based Technical Support Site located at <https://support.debtbook.com> (or such other address designated by DebtBook for Technical Support requests) to log Technical Support requests. Access to the Support Site is limited to Customer's designated technical contacts and other Authorized Users of the Application Service;
- Diagnosis of problems or issues with the Application Service;
- Reasonable commercial efforts to resolve reported and verifiable errors in the Application Service so that the Application Service performs in all material respects as described in the Documentation.
- Access to community forums; and
- Technical and non-technical Customer service assistance during normal DebtBook business hours (Monday through Friday, 8:00 AM to 8:00 PM EST).

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## 9.5 Priority Level Definitions & Response Times

### 9.5.1 Generally

All Technical Support requests must be directed to DebtBook’s Client Operations and Product Support team by using the contact information located in the application, on our web site or using support@debtbook.com. All Technical Support cases are assigned to a Product Support Specialist and prioritized based on the severity and visibility of the issue. Technical Support will attempt to troubleshoot the issue and provide a workaround solution, or it will file a defect in DebtBook’s defect tracking system for remediation. DebtBook will use commercially reasonable efforts to respond to requests and problems that reflect the urgency of the resolution of a request. A “resolution” can be any of the following: a work around, hotfix, service release, or an action plan to address the issue.

Priority Level	Critical	High	Medium	Low
<b>Definition</b>	The Application Service becomes inoperable which prevents its use.	The Application Service is not behaving as designed for at least 20% of the Users.	The Application Service is not behaving as designed for 1-20% of the Users or the Application Service is not behaving as designed for at least 20% of the Users, but there is a work around solution.	The Application Service is not behaving as designed, but there is a work around solution or the Application Service is not behaving as designed for less than 1% of the Users.
<b>Initial Response Following Receipt of Customer Support Request</b>	1-2 business hours	4 business hours	1 business day	3 business days
<b>Status Updates to Customer after Initial Response</b>	Hourly	Daily	Weekly	As needed
<b>Target Resolution</b>	Hotfix or workaround	Hotfix or workaround	Application Service/major release or workaround	Major release or workaround

### 9.5.2 Initial Priority Level

At the time DebtBook accepts a Technical Support request, DebtBook will record an initial Priority Level based on the above Priority Level definitions. Upon acceptance of a Technical Support request, DebtBook’s initial focus will be to resolve the issues underlying the request. The Priority Level of the request may be adjusted as described below.

### 9.5.3 Downgrade or Upgrade of Technical Support Request Priority Levels

If, during the Technical Support request process, DebtBook determines the issue no longer warrants the Priority Level currently assigned or warrants the assignment of a higher priority

level than currently assigned, based on its current impact on the operation of the Application Service, then the Priority Level will be downgraded or upgraded by DebtBook to the priority level that most appropriately reflects its current impact.

#### **9.5.4 Resolution Times**

Due to the widely varying nature of possible issues, it is not possible to provide specific resolution objectives. DebtBook will use commercially reasonable efforts to resolve all reported and verifiable issues with the Application Service as promptly as possible and in accordance with the Priority Levels assigned to such issues.

#### **9.6 Technical Support Request Escalation**

For Technical Support requests that are escalated, the Product Support Specialist will engage the parties' respective relationship and/or support managers, who will be responsible for managing the escalation, developing an action plan, and allocating appropriate resources to help facilitate resolution of such escalated Technical Support requests.

*Last Updated: August 31, 2021*

## DebtBook Acceptable Use Policy (AUP)

### Overview

This Acceptable Use Policy (the “**Policy**”) applies to all users of the services, software and systems provided by or on behalf of Fifth Asset, Inc. (“**we**”, “**DebtBook**” or the “**Company**”) (the services, software and systems are collectively referred to as the “**DebtBook Platform**”). This Policy is incorporated into and forms part of the Master Subscription Agreement or other similar agreement between DebtBook and the entity signing such agreement (the “**Agreement**”) and all of its users (collectively, “**you**”). Capitalized terms used but not defined herein have the meaning ascribed to them in the Agreement.

This Policy prohibits uses and activities involving the DebtBook Platform that are illegal, infringe the rights of others, interfere with or diminish the use of the DebtBook Platform by others, or otherwise adversely affect the DebtBook Platform or Company. If we believe, in our discretion, that you violate this Policy in any way, we may suspend or terminate your access to the DebtBook Platform and the Agreement. We may also suspend or terminate access or your Agreement where we see behavior, content, or other factors that pose a threat to our system or other users of the DebtBook Platform.

When you use the DebtBook Platform, you must not do any of the following:

#### 1. Conduct and information restrictions

- Undertake or accomplish any unlawful purpose, including, but not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violates any applicable local, state, federal, or non-U.S. law, order, or regulation (collectively, “**Laws**”);
- Obtain, export, transmit, move or copy any data, information or material you do not have the right to, or which was obtained using the DebtBook Platform for unlawful purpose;
- Use the DebtBook Platform for benchmarking, timesharing or service bureau purposes or otherwise for the benefit of a third party;
- Attempt, in any manner, to obtain the password, account, or other security information from any other user;
- Upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the DebtBook Platform or otherwise that is protected by copyright or other proprietary right, without being the owner of such material or otherwise obtaining any required permission of the owner;
- Use any name, logo, tagline or other mark of DebtBook or its affiliates, including without limitation: (a) as a hypertext link to any website or other location (except as provided for or enabled expressly by us in writing); or (b) to imply (i) support or endorsement by DebtBook and its affiliates of your activities or (ii) identification with DebtBook as an employee, contractor, agent or other similar representative capacity. You also agree not to remove or alter any of these items as we may have provided or enabled;
- Create any link to the DebtBook Platform or frame or mirror any content contained or accessible from the DebtBook Platform;
- Distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”);
- Participate in the collection of very large numbers of e-mail addresses, phone numbers, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as scraping, spidering or harvesting, or participate in the use of software (including “spyware”) designed to facilitate this activity;
- Impersonate any person or entity, engage in sender address falsification, forge anyone else’s digital or manual signature, or perform any other similar deceptive, misleading or fraudulent activity (for example, “phishing”);

- If you use the DebtBook Platform to collect, store or use contact information, you acknowledge and agree that compliance with all applicable Laws may include the requirement to (i) have the express consent of an individual to (a) collect and store their contact information and (b) contact them by any means (including e-mail, telephone, fax, social network, etc.) and (ii) include a mechanism for the recipient to block any future contact from you (for example an “unsubscribe” or “opt-out” mechanism in an e-mail; or “do not call” list for telephone marketing); and
- Use contact information or e-mail lists in a manner that is likely to result in an excessive number of unsubscribe requests or Spam complaints or notices, as determined by acceptable industry practices.

## **2. Technical restrictions**

- Use extreme bandwidth capacity in a way that threatens our infrastructure or the ability of another user to access and use the DebtBook Platform;
- Upload viruses or malware or any other software, hardware device or code intended to harm or disrupt the DebtBook Platform;
- Attempt to overload the system with email or traffic;
- Use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- Distribute programs that make unauthorized changes to software (cracks);
- Alter, modify, or tamper with the DebtBook Platform or permit any other person to do the same who is not authorized by DebtBook; or
- Attempt to probe, scan or test the vulnerability of the DebtBook Platform or to breach the security or authentication measures without proper authorization.

## **3. Network and usage restrictions**

- Restrict, inhibit, or otherwise interfere with the ability of any other entity or individual, to use the DebtBook Platform, including without limitation (i) sending information in a way that is likely to be marked as Spam or compromise the reputation of an IP address, and (ii) posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others’ ability to use, send, or retrieve information;
- Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation to the DebtBook Platform or any DebtBook (or DebtBook affiliate or supplier) host, server, backbone network, node or service; or
- Interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to “crash” a host.

## **Changes to this Policy**

We’re constantly trying to improve the DebtBook Platform, so we may need to change this Acceptable Use Policy from time to time as well. If we modify this Policy, we will use commercially reasonable efforts to alert you to changes by placing a notice on the DebtBook website, the DebtBook Platform, by sending you an email, and/or by some other means. Please note that if you’ve opted not to receive legal notice emails from us (or you haven’t provided us with your email address), those legal notices will still govern your use of the DebtBook Platform, and you are still responsible for reading and understanding them. If you use the DebtBook Platform after any changes to the Acceptable Use Policy have been posted, that means you agree to all of the changes.