

Software Subscription Agreement – RevQ Products and Services

This Software Subscription Agreement for RevQ Products and Services (the “**Agreement**”) is entered into on June 24, 2025 (“**Effective Date**”) by and between Avenu Insights and Analytics, LLC, a Delaware entity having a principal place of business at 5860 Trinity Parkway, Suite 120, Centreville, VA 20120, and authorized to do business in the State of California (“**Avenu**”) and the County of Fresno, a political subdivision of the State of California, having a principal location at 2281 Tulare Street, Fresno, CA 93721 (“**Client**”).

1. SCOPE. This Agreement governs Client’s use of the products set forth in Section 4, which are licensed to Client by Avenu on a subscription basis (“**Products**”) and related services, which may be provided by Avenu on a subscription or one-time basis, as set forth in Section 5 (the “**Services**”). This Agreement includes and incorporates by reference the following: Schedule A (Implementation of RevQ Products and Services – (Statement of Work); Schedule B (Administration Roles and Responsibilities – Hybrid); Schedule C –(Support Addendum) and Schedule D – (Self Dealing Transaction Disclosure Form).

2. PERIOD OF PERFORMANCE AND SUBSCRIPTION TERM. The performance period under this Agreement begins on the Effective Date and continues until the expiration or completion of the Subscription Term. The initial Subscription Term is from June 24, 2025, through June 23, 2027 (the “**Initial Subscription Term**”). Following the Initial Subscription Term, the Subscription Term will automatically renew upon the same terms and conditions as set forth in this Agreement for successive one (1) year periods (each a “Renewal Extension”), unless either party provides written notice of termination to the other party at least sixty (60) days before the end of the then-current Renewal Extension (in such case, the Agreement will terminate on the end date of the then current Subscription Term). The term “Subscription Term” refers to the Initial Subscription Term and any Renewal Extensions.

3. FEES AND PAYMENT TERMS

- a) **Fees.** The Subscription Fees table below details the annual subscription fees for Avenu Products and Services (the “Subscription Fees”) for the Initial Subscription Term. After the completion of the Initial Subscription Term, Subscription Fees for each Renewal Extension are subject to 5% annual escalation. Subscription Fees will be invoiced up front and on a monthly basis throughout the Subscription Term, beginning on the Initial Subscription Term start date and each month thereafter. Subscription Fees are non-refundable.

| Initial Subscription Term Year | Annual Subscription Fee |
|---|--------------------------------------|
| Year 1 (June 24, 2025, through June 23, 2026) | \$219,624.00 (\$18,302.00 per month) |
| Year 2 (June 24, 2026, through June 23, 2027) | \$230,605.20 (\$19,217.10 per month) |

Subscription Fees do not include fees for Professional Services. One-time fees for Professional Services (including billing/payment schedule, if applicable) are detailed in Schedule A. Both the fees for Professional Services and the Subscription Fees are considered “**Fees**”.

- b) **Expenses.** Client shall reimburse Avenu for travel, lodging, meal, and other expenses reasonably incurred by Avenu in providing the Products and Services (“**Expenses**”). If Avenu believes that travel is necessary to provide the Products and Services, Avenu must obtain prior written approval from Client before incurring any Expenses.
- c) **Taxes.** “**Taxes**” means any sales, use, import/export, value add taxes, or other tax, tariff or similar governmental or regulatory fees arising from this transaction or any of the Products or Services (however designated and regardless of the jurisdiction that charges any of the foregoing). For the sake of clarity, Taxes do not include any taxes based on Avenu’s net income. The Parties understand and agree

that while Avenu may be considered a limited agent of Client for the sole purpose of purchasing goods or services on behalf of Client without payment of Taxes from which Client is exempt, in the event Avenu is required to pay taxes by determination of a proper taxing authority having jurisdiction over the Products or Services provided under this Agreement, Client agrees to reimburse Avenu for payment of those Taxes, which, if applicable, will be itemized accordingly in the corresponding invoice(s).

Payment Terms. All Fees are listed on invoices as U.S. Dollars. Client shall make all payments of any type of invoice from Avenu in U.S. Dollars. Avenu shall invoice Client for the Fees in accordance with the frequency and payment terms set forth herein. Avenu shall invoice Client for all Expenses and Taxes after the month they are incurred. Unless disputed in accordance with Section 3(e), Client shall pay all Fees and Expenses and, if applicable, Taxes within 30 days of the applicable invoice date.

- d) Fee Disputes and Late Payments. Subject to Client: (1) timely paying all amounts that are not in dispute; and (2) notifying Avenu in writing with reasonable detail of the reasons for dispute prior to the due date of the invoice; Client may withhold payment for an invoiced amount Client reasonably disputes in good faith. The parties will promptly work together in good faith to resolve the dispute and, if Avenu is able to provide written documentation that the disputed amount is proper, the dispute will be deemed resolved. Upon resolution of the dispute, Client will pay any amounts owed within 15 days. Except for any amount disputed in accordance with this Section, Avenu may charge Client for any late payment at the lesser rate of 8% per annum (prorated as appropriate) or the maximum interest rate allowed by law.
- e) Suspension. By sending Client reasonable advance written notice, Avenu may suspend providing any Product or Service for Client's failure to timely pay any amount due that is not disputed in accordance with Section 3(e).

4. PRODUCTS

- a) Products. In exchange for Client paying all required Fees, Avenu grants Client a non-exclusive, non-transferable right to use the following products in the United States ("**Products**"):

| Product | Description |
|-----------------------------|--|
| RevQ Software | Avenu's core software platform that includes the functionality described in Schedule A and that permits automation and ongoing management of work flows, permits management of accounts, and interfaces with Avenu's other Products to allow data to transfer back and forth. As further described in Section 4(b). |
| Avenu Reports Tool | A software report generating tool that users of the RevQ Software may use to generate reports from Avenu's standard suite of productivity and management Reports (including Image, PDF, text, HTML, CSV, XLXS, XLX, DOCX, RTF, and MHT formats) and dashboards (including Image, Excel, and PDF formats). |
| Contact Management Solution | Avenu's hosted omnichannel contact management solutions using the RevQ standard features and interface under this Agreement. Date and results of the contact management services are reported back to the Client's System of Record via daily batch flat file. Functions and features are described below in Sections 4(e), 4(f), and 4(g). Client will not receive any administrative rights to the Contact Management Solution. |

- b) RevQ Software and Avenu Reports Tool. Avenu provides the RevQ Software and Avenu Reports Tool to Client in a hosted environment and Client has no right to possess a copy of or make any copies of the RevQ Software or Avenu Reports Tool. Client will be able to access and use the RevQ Software and Avenu Reports Tool on a concurrent user basis for the number of users identified below. The number of "**Users**" means the maximum number of Client's concurrent users that may use the software at one time in all environments. The RevQ Software may interface with Client's System of Record ("**SOR**") as detailed in Schedule A. In addition,

and as part of the use of the RevQ Software, Client may download as many copies as necessary of the thick client software to allow RevQ Software users to access the RevQ Software. Avenu will not create or modify any reports, unless specifically identified in the Custom Requirements section of Schedule A.

| Product | Users |
|---------------------------------|-------|
| RevQ Software and Avenu Reports | 15 |

c) [Reserved]

d) [Reserved]

e) Unattended Messaging. Client will initiate Unattended Messaging Campaigns through the RevQ Software. An “**Unattended Messaging Campaign(s)**” means having the Contact Management Solution place automated calls to deliver Client’s approved prerecorded messages to a list of telephone numbers for individual accounts provided by Client to Avenu through the RevQ Software. While Avenu may provide template scripts of messages to use for the Unattended Messaging Campaigns, Client shall modify those or provide Client’s own authored scripts so that each script used meets Client’s needs and complies with all applicable laws and provide written approval of the script to Avenu. To start an Unattended Messaging Campaign, Client shall provide Client’s approved script to Avenu for recording. Client shall comply with the following restrictions for Client’s Unattended Messaging Campaigns:

| Unattended Messaging Campaign Limitations |
|---|
| <ul style="list-style-type: none"> Client may only make up to 1 call per individual per week for up to 12 weeks. Client may only place calls between the hours of 9 a.m. and 8 p.m. in an individual’s time zone. Client may only place calls to cell phone numbers where Client has obtained prior express consent to call that number. Client may only place calls to telephone numbers in the 48 continental/contiguous states of the United States. |

f) Texting Services. Client will initiate the Texting Services through the RevQ Software. “**Texting Services**” means having the Contact Management Solution place text messages to a list of cellular telephone numbers for individual accounts provided by Client to Avenu through the RevQ Software. The Texting Services provide a short message service (“**SMS**”) that permits the use of Long Codes to facilitate texting of messages between a Client and an individual based on a defined list of keywords and associated messages with those keywords. “**Long Code**” means a dedicated 10-digit phone number for Client to which a consumer can direct text messages to and from which an individual can receive a return text. Client acknowledges that Avenu may provide Client with a defined set of keywords and a defined set of response templates associated with those keywords. Aside from inserting Client’s identification information where permitted, Client may not modify these defined keywords and response templates and Client shall not send any other content through the Texting Services other than the response templates. Client must provide contact information (including but not limited to telephone number, email address, and website URL) for Consumer texting requests or Client’s terms and conditions of the Texting Services. While Avenu may provide template scripts of messages to use for the Texting Services, Client shall modify those or provide Client’s own authored scripts so that each script used meets Client’s needs and complies with all applicable laws and provide written approval of the script to Avenu.

Client shall comply with the following restrictions for the Texting Services:

| Texting Services Limitations |
|---|
| <ul style="list-style-type: none"> Client may only initiate up to 3 texts per individual per week. Client may only initiate texts between the hours of 9 a.m. and 8 p.m. in an individual’s time zone. Client may only text to cell phone numbers in the 48 continental/contiguous states of the United States |

g) Email. If Client may initiate email messages through the RevQ Software. While Avenu may provide templates of email messages to use, Client shall modify those or provide Client's own authored templates so that each template used meets Client's needs and complies with all applicable laws and provide written approval of the template to Avenu. Client must have and configure its own email server in order to use this functionality.

5. SERVICES.

a) Services. In exchange for Client paying all Fees, Avenu agrees to provide the following services in association with Client's use of the Products ("**Services**") during the Term of this Agreement:

| Service | Description |
|---------------------------|--|
| "Avenu Correspond" | Avenu contracts with a third party for (i) printing of letters; (ii) addressing of letters with ZIP+4 and intelligent mail barcodes; (iii) conducting national change of address searches; and (iv) mailing of letters. These services are further described in Section 5(b) |
| "Data Services" | Avenu contracts with a third party to provide skip tracing services to help determine valid addresses and phone numbers for individuals as further described in Section 5(c). |
| "Support Services" | Avenu provides support and maintenance services reasonably required for the operation of the Products and the related letter, data, and hosting services as further described in Section 5(d). |
| "Hosting Services" | Avenu provides the hosting services reasonably required for the operation of the hosted Products as further described in Section 5(e). |
| "Implementation Services" | Avenu provides the implementation services as further described in Section 5(h) and Schedule A. |

b) Avenu Correspond. Avenu will have the letters printed on 24 pound, white wove 8½ x 11 cutsheet laser paper stock and placed within a white wove #10 double window, inside tinted security envelope. Prior to transmitting data to Avenu for the letter services, Client shall review, edit and approve in writing all letter templates to be used for sending letters to individuals. Client will cooperate with Avenu in setting up and testing the letter services and determining whether the letters are appropriately configured. Prior to utilizing the letter service, Client will approve in writing the configuration of the letters. If any error caused by Avenu or its letter vendor occurs prior to mailing of a letter, Client's exclusive remedy is for Avenu to reperform the services and process the letters. Client shall comply with the following restrictions for the letter services:

| Avenu Correspond Letter Service Limitations |
|--|
| <ul style="list-style-type: none"> Client may only send up to the number of letters per month as outlined in Schedule A. Should Client exceed this amount in a given month, Avenu may invoice Client for each letter in excess at Avenu's then current rates plus postage. Overage charges will be calculated based on the number of letters sent beyond the monthly allowance and will be billed in arrears and on a monthly basis. As of the effective date of this agreement, the typical charge per page over the monthly allowance is \$0.90, this charge may change during the term of the agreement. Client may only mail letters to addresses in the United States. Client is responsible for all return mail management. |

c) Data Services. Avenu may transmit limited Personal Information to Avenu's third-party data providers, LocateSmarter, on Client's behalf for the purposes of obtaining addresses, telephone numbers, and screening for telephone numbers identified as cellular telephones for Client's provided accounts. Client acknowledges that the information that is returned comes from public resources and neither Avenu nor its third-party data providers guarantees the accuracy of the information. Client is required to use these data services for as long as Client uses either of the Avenu Correspond Service and Unattended Messaging Offering. To receive the data services, Client may be required to enter into an end user license agreement with Avenu's third-party data

provider in the form provided by the provider. If Client does not enter into any required agreement, Avenu may not be able to provide those data services and the Avenu Correspond letter services and Unattended Messaging Campaigns to Client under this Agreement.

Data Services Limitations

- Results from the third-party data providers will not be sent to Client's SOR.

d) Support Services. Subject to Client meeting those connection or hardware requirements set forth in Schedule A (if any), Avenu shall provide the Support Services when Client reports any perceived problem with the Products and the Related Services. **"Related Services"** means the Avenu Correspond letter services, the Data Services and the Hosting Services. Support Services are described in Schedule C – Support Addendum. Avenu may cease providing or providing support for a Product or Related Service by providing Client with at least 12 months advance written notice. If a third-party provider ceases providing any third-party product or services that Avenu includes in the Products and Services, Client acknowledges that Avenu may not be able to provide 12 months advance written notice and, in such circumstances, Avenu will provide as much notice as reasonably possible.

e) Hosting Services. Avenu may utilize one or more third-party hosting providers to provide the hosted Products and Related Services and may change hosting providers by providing Client 30 days advance written notice. Avenu uses reasonable efforts to make any of the hosted Products and Related Services available. Client acknowledges that Avenu may make any of the hosted Products and Related Services unavailable during Scheduled Downtime and for Emergency Maintenance. **"Scheduled Downtime"** means time required to perform backup, maintenance and restore any of the hosted Products and Services that occurs during Avenu's standard maintenance window as defined in Section 5(f) that Avenu maintains for the hosted Products and Related Services or during additional downtime that is scheduled in advance by Avenu. **"Emergency Maintenance"** means any corrective action intended to address hardware or software failures, viruses, malware, worms, other disabling code, or other conditions likely to cause degradation or interruption, as designated by Avenu in its reasonable discretion. In using the hosted Products and Related Services, Client shall not: (a) forge authentication credentials, use the authentication credentials of another user or disclose Client's authentication credentials to any third party; (b) damage, bypass, break, or otherwise circumvent any of Avenu's security mechanisms; (c) use the hosted Products and Related Services: (i) to attempt to breach, circumvent or hack a third party, (ii) to transmit viruses, malicious, harmful, or deleterious programs, (iii) to launch or facilitate a denial of service attack, or (iv) in a manner that otherwise poses a security threat; (d) probe, scan, or test the vulnerability of the hosted Products and Related Services or monitor data or traffic of the hosted Products and Related Services without permission from Avenu; (e) reverse-engineer the hosted Products or Related Services in order to find limitation, vulnerability or to evade, disable, or render inaccurate accounting billing, capacity limitations, or other functions of the Products and Related Services; (f) use the Products and Related Services to encourage, facilitate, engage in, or in connection with, abuse, harassment, discrimination, fraudulent activities, deceptive practices or other harmful or malicious acts; or (g) use the hosted Products or Related Services in a manner that would violate the Truth in Caller ID Act, the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, the Do-Not Call Implementation Act, or any other applicable local, state, federal, or foreign law or regulation. If Client fails to comply with this Section, Avenu may immediately suspend Client's use of any or all of the Products and Services until Client cures the violation and exercise any other remedy available to Avenu under this Agreement or under the law.

f) Maintenance Window. Avenu hereby provides notice that Avenu currently has the following maintenance window for the hosted Products and Related Services to use as needed without additional notice:

| Type | Day | Time |
|--------------------------|---------------------|---|
| Intrusive Changes | Thursday & Saturday | 10:00pm (Wed./Fri.) to 06:00am (Thurs./Sat.) Eastern Time |

As used in this Section, “**Intrusive Changes**” means maintenance that will render the hosted Products and Related Services unavailable and “**Non-Intrusive Changes**” means maintenance that is not intended to make the hosted Products and Related Services unavailable. Client acknowledges that Avenu performs Non-Intrusive Changes as needed. Avenu may change or adopt additional maintenance windows by giving Client ten (10) business days advance written notice; provided, that such maintenance windows do not occur during normal business hours (8:00am to 5pm United States Eastern Time).

g) [Reserved]

h) Implementation Services. The parties shall cooperate with one another to implement the Products and Services as further outlined in Schedule A. Client acknowledges that the implementation of the Products and Services will not begin until Avenu assigns resources to begin the project, which Client understands may be several weeks after the Effective Date. Once Avenu provides notice that Avenu is ready to begin the implementation, the parties will schedule a project kick off meeting at a mutually agreed upon time to establish project plan and specific project timelines.

6. EXCEEDING ANY RESTRICTION AND NEW PRODUCTS AND SERVICES. Avenu may make additional Products and Services available to Client under this Agreement and the parties may work together to enter into any amendment to this Agreement to address those new Products and Services, if Client chooses to do so. If Client exceeds or otherwise violates any of the restrictions for the Products and Services set forth in this Agreement, Avenu may suspend providing any or all of the Products and Services. If Client needs to adjust the restrictions or needs additional capacity, Client may request Avenu to adjust the restrictions and capacity. Client acknowledges that such adjustments will require an amendment to this Agreement and may require additional fees.

7. RESERVED.

8. ADMINISTRATION AND MANAGEMENT OF PRODUCTS AND SERVICES. Client acknowledges that Schedule B further defines the duties of the parties in administrating the Products and Services. Avenu may update Schedule B from time to time with written notice to Client.

9. CLIENT’S OBLIGATIONS. Client acknowledges that Client is responsible for the accuracy and integrity of the information Client provides in Client’s use of the Products and Services. Client is also responsible for adopting procedures to identify and correct errors and omissions in such provided information. Client acknowledges that Avenu does not review the content of any data, script or letter for content, accuracy, validity, or compliance and Avenu is not responsible for errors caused by insufficient or inaccurate data. Client shall monitor the contents of the messages being sent through the Unattended Messaging Campaigns and the content contained in letters sent through the letter services. Client shall comply with and use the Products and Services in a manner that complies with laws that apply to Client, which may include the Health Insurance Portability and Accountability Act, the Hi-Tech Act, the Fair Debt Collection Practices Act, the Electronic Funds Transfer Act, the Telephone Consumer Protection Act, and any other laws, regulations or requirements that apply to Client related to privacy, handling of personally identifiable, health or financial information, the pursuit of collection of debts, and Client’s operations (“**Laws and Standards**”). While Avenu may provide template documents for Client to consider in Client’s use of the Products and Services, Client acknowledges that Avenu provides the templates “AS IS” and disclaims all warranties related to those templates. Client further acknowledges that it has not retained Avenu to provide guidance, advice, or counsel with respect to compliance with the Laws and Standards. Client has discussed with its own legal counsel the applicability of the Law and Standards to Client and Client takes full responsibility and assumes all risk and liability for Client’s own compliance with the Laws and Standards and Client’s use of the Products and Services in compliance the Laws and Standards. Client will reimburse Avenu for any fines, legal expenses, reasonable attorneys’ fees, or out of out- of-pocket costs incurred by Avenu because of Client’s failure to comply with these Laws and Standards.

10. USE OF DATA. Client acknowledges that (a) Avenu provides Products and Services under this Agreement that will utilize the data provided by Client to allow Client to obtain reports, automate workflows, generate

communications with individuals, and to achieve other desired outcomes; and (b) Avenu collects statistical, system, user experience and other data related to Client's use of the Products and Services for the purposes of: (i) monitoring and improving the functionality of the Products and Services; and (ii) aggregating and using De-Identified Data for Avenu's own purposes. "**De-Identified Data**" means data that does not identify Client and does not identify any individual, or identify any entity. Avenu shall only use De-Identified Data in a manner that complies with applicable laws.

11. STORAGE. Client acknowledges that Avenu does not keep recordings of Unattended Messaging Campaign calls to individuals. The RevQ Software updates the software's notes field regarding actions taken during Unattended Messaging Campaigns, and Avenu Correspond, Texting Services, and Email transactions. To the extent the RevQ Software retains PDF copies of letters sent through the letter services and the EPS stores personally identifiable information of any individual that has an outstanding balance or that makes a payment through the EPS, Avenu shall treat this information as Client's Confidential Information in accordance with this Agreement.

12. CONFIDENTIAL INFORMATION.

a) The party receiving information ("**Recipient**") from the other party ("**Discloser**") shall treat the Discloser's information as confidential and proprietary ("**Confidential Information**") unless: (1) Recipient is able to demonstrate that the information was known to Recipient prior to the disclosure; (2) Recipient is able to demonstrate the information is part of the public domain; or (3) Recipient's personnel, without knowledge of the Confidential Information, independently develops the information. Recipient shall: (1) protect the secrecy of the Discloser's Confidential Information using the same degree of care it accords to its own confidential information, which in no event, will be less than a reasonable degree of care; (2) not disclose the Discloser's Confidential Information to anyone other than an employee, subcontractor, or agent that has: (i) a reason to know the Confidential Information; (ii) been advised of the confidential nature of the information; and (iii) confidentiality obligations that protect the information from further disclosure; and (3) not use the other party's Confidential Information except to perform its obligations under this Agreement. Recipient may disclose the Discloser's Confidential Information pursuant to a court order, as set forth in Section 12(b) or as otherwise required by law, provided that, where legally permitted, Recipient first provides Discloser with written notice and a reasonable opportunity to oppose that disclosure, and reasonably cooperates, at the Discloser's cost, with Discloser to limit the disclosure to the extent permitted by law. Avenu acknowledges that Client will provide Avenu with access to personal identifiable information that may include, but is not limited to, Social Security numbers; bank account, credit card, and debit card numbers; victim identification; and additional protected information pursuant to court order or law ("**Personal Information**") and the Personal Information is considered Client's Confidential Information.

b) Avenu acknowledges that Client is subject to one or more public record/open door act which generally provides that unless exempted under the applicable act, all records relating to a public agency's business constitute "public records or files" and are open to public inspection, disclosure and copying in the manner provided by the applicable public record/open door act. Accordingly, Client will not breach or be considered in violation of this Section if Client needs to disclose Avenu's Confidential Information to respond to a valid request made under such an act. If Client receives a request under an applicable public records/open door act that requires the disclosure of Avenu's Confidential Information, Client will notify Avenu of the request of the information. If Avenu desires to object, Avenu is solely responsible, at its sole expense, to seek to protect the information from disclosure in a court of competent jurisdiction.

c) During the normal course of its dealings under this Agreement, Avenu's personnel will perform services to the Client. As with any person performing their job responsibilities, Avenu's personnel will learn to be more efficient and better at their jobs through learning new ideas, know-how, methods, techniques, processes and skills in providing the Products and Services ("**Residuals**"). Avenu may use, disclose, and otherwise employ such Residuals in its business (including, but not limited to, providing services or creating similar programming or materials for other customers) without violating this Section. For example, if another customer requests Avenu to implement a similar process to what the Client is using, Avenu may do so and may use the Residuals to provide those similar services to that other customer. The Client shall not assert

against Avenu any prohibition or restraint from using the Residuals as outlined in this Section. For the sake of clarity, Residuals does not include Personal Information and Avenu may only use Personal Information as set forth in this Agreement.

13. PRESS RELEASE AND USE OF NAMES. Client grants Avenu the right to issue a press release related to the parties entering into this Agreement and the Products and Services being provided by Avenu to Client. Prior to issuing the press release Avenu will obtain Client's prior approval of the contents of the press release, which Client will not unreasonably withhold or delayed. Neither party shall use the other party's name or trademark without the express written permission of the other party. Notwithstanding the forgoing sentence, Avenu may use Client's name or logo for the sole purpose of identifying Client as a customer in marketing materials, press releases, sales presentations and websites.

14. PROPRIETARY RIGHTS. Avenu retains sole and exclusive ownership of all right, title and interest in the Products and Solutions, any modifications thereto, and any related information, documentation or deliverables Avenu provides to Client under this Agreement. To the extent necessary to verify this ownership, Client agrees to and hereby does assign to Avenu all copyrights, patent rights, title, and all other proprietary rights to the Products and Services, any modifications thereto, and any related information, documentation or deliverables Avenu provides under this Agreement. Client shall not alter, modify, adapt, translate, copy (except as expressly permitted in this Agreement), reverse engineer, decompile, disassemble, or create any derivative works of the Products or Related Services. Client shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in/on the Products and Services or any related information, documentation, or deliverables. Client shall not attempt to or circumvent any user limits, license keys, or other license, timing or use restriction built into the Products or Services.

15. [RESERVED]

16. AVENU'S SECURITY PRACTICES. Avenu shall maintain an information security program that is certified with PCI-DSS and ISO 27001. If Avenu fails to comply with the foregoing obligations, Avenu will have a reasonable period to cure any such failure upon receiving written notice by Client. If either of these standards cease to exist or if Avenu reasonably determines Avenu needs to replace a standard, Avenu will notify Client in writing of the change and how such change impacts Avenu's information security program. Avenu will report to Client any confirmed security breach or unauthorized access affecting Personal Information of which Avenu or any of the third-party hosting providers detects or becomes aware. Avenu will use diligent and reasonable efforts to remedy any breach of security or unauthorized access related to Avenu's facilities, systems, and the hosting environments. Client will cooperate with Avenu in such efforts. Avenu may suspend Client's access to the Products and Services in the event of a suspected or actual security breach without any liability to Client. Client understands that no safeguards, procedures or process will guarantee the security of Personal Information and Avenu does not have any responsibility related to who Client provides access to the Personal Information or the Products and Services. Clients shall control all access to the Products and Services that Client grants to Client's users, including administering and maintaining the confidentiality of all user accounts and passwords. Accordingly, AVENU OR THE SUBSIDIARY IS NOT AND WILL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, INCURRED BY CLIENT IN CONNECTION WITH ANY UNAUTHORIZED ACCESS RESULTING: (I) FROM THE ACTIONS OF CLIENT, OR (II) FROM THE ACTIONS OF ANY THIRD PARTY OTHER THAN AVENU'S SUBSIDIARY, SUBCONTRACTOR OR THIRD-PARTY HOSTING PROVIDERS.

17. AUDITS.

- a) Upon Client's request or submission of a questionnaire related to any of Avenu's security, privacy, or compliance practices, Avenu will provide Avenu's standard packet of information at no additional cost to Client. If Client requires that Avenu fills out Client's specific questionnaires, information requests or similar documents instead of accepting this standard packet of information, Client will compensate Avenu for the time in fulfilling such requests at a minimum fee of \$500 and a maximum fee of \$3,000 based on the number of

hours spent in fulfilling such request. By providing Avenu with at least 10 business days advance written notice, Client may conduct an audit of Avenu's compliance with this Agreement once during any twelve (12) month period. Client will perform the audit at Client's own expense, at a mutually agreeable date, at Avenu's site, during normal business hours and in conformance with generally accepted auditing standards. Client acknowledges that Client will only receive access to those areas of Avenu's systems, areas of the facility, and documents and information relevant to this Agreement and for the agreed to audit scope. Client shall have Client's personnel/representatives performing the audit execute any confidentiality agreement reasonably deemed necessary by Avenu. Client shall ensure Client's personnel/representatives also comply with Avenu's supervision, policies and procedures while on Avenu's site and do not remove any information from Avenu's site without Avenu's express written permission. In performing the audit, Client shall take all reasonable steps to minimize disruption to Avenu's business.

b) Because the compensation to be paid by Client under this Agreement exceeds \$10,000, Avenu is subject to the examination and audit of the California State Auditor, as provided in California Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

18. WARRANTY DISCLAIMER. Client acknowledges for interruptions to or defects or errors with the Products or Related Services that occur during the Term, Avenu will provide the Support Services to resolve or mitigate the interruption, defect or error. Accordingly, with regard to the Products and Services, AVENU DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, WARRANTY OF NONINFRINGEMENT, WARRANTY OF COMPLIANCE WITH LAWS, AND ANY ALL OTHER WARRANTIES (EXPRESS OR IMPLIED OR THAT COULD BE DEEMED TO HAVE ARISEN FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE). Avenu does not warrant that the Products and Services will be uninterrupted, without defect, or error free.

19. DEFENSE OF THIRD-PARTY CLAIM. Avenu will defend and indemnify Client against any third-party claims resulting from: (a) Avenu's violation of any Federal, state or local law, rule or regulation that is applicable to Avenu; and (b) the RevQ Software, Contact Management Solutions, Avenu Reports Tool, or the EPS infringing or misappropriating a third party's U.S. patent rights, copyrights, trademark rights, trade secret rights, or any other intellectual property rights of such third party. Section 19(b) does not apply to any claim that results or arises from any combination of these Products with any other software, hardware or technology not provided by Avenu, to the extent such claim would not have arisen but for such combination. Further, if a claim arises under Section 19(b) or Avenu suspects such a claim will arise, Avenu may: (i) modify the Product in a manner that causes the Product to not infringe, misappropriate or otherwise violate such third party's rights; (ii) obtain the right for Client to continue to use the Product as provided under this Agreement; or (iii) if the foregoing steps in (i) or (ii) are not reasonably possible or practicable, promptly terminate this Agreement upon providing notice to Client. To exercise Client's rights under this Section, Client shall (x) provide prompt notice of the claim and request that Avenu defend the claim; (y) provide all reasonable requested information and cooperation in defending against the claim; and (z) give Avenu sole control of the defense or settlement of the claim, at Avenu's sole expense. If Avenu fails to timely undertake the defense of a claim under this Section that Avenu is obligated to defend, Client may undertake the defense or settlement of the claim itself and obtain reimbursement from Avenu for Client's reasonable attorneys' fees, reasonable expenses, and any damages Client incurs as result of an adverse ruling.

Client acknowledges and agrees that this Section sets forth Client's sole and exclusive remedies as it relates to any claim that arises from or relates to the infringement, misappropriation or violation of proprietary rights by Avenu or the Products.

20. LIABILITY. CLIENT HEREBY AGREES THAT AVENU'S LIABILITY IN THE AGGREGATE TO CLIENT FOR ANY CAUSES OF ACTION, CLAIMS, OR ASSERTIONS ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE), IS LIMITED TO THE GREATER OF \$250,000 OR THE PAYMENT SERVICE FEES COLLECTED BY AVENU THE 12 MONTHS PRIOR TO THE DATE THE CLAIM IS MADE. IN NO EVENT WILL AVENU OR THE SUBSIDIARY BE LIABLE TO CLIENT FOR LOSS OF DATA, LOST PROFITS, OR BE LIABLE FOR ANY INDIRECT,

INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE, EVEN IF AVENU OR THE SUBSIDIARY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. INSURANCE. During the Term, Avenu shall obtain and maintain insurance of the following types (or an equivalent policy type) and amounts: (a) commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence; (b) automobile liability with a limit of not less than \$1,000,000 each accident; (c) workers' compensation and employers' liability insurance in accordance with each state law; and (d) technology errors and omissions insurance policy with a privacy endorsement or an equivalent policy with limits of liability in the minimum amount of \$5,000,000 in the aggregate. All insurance required hereunder shall be written by companies having an A.M. Best rating of "A-" or better, or equivalent. Within a reasonable time after Client's request, Avenu shall furnish a certificate(s) of insurance verifying coverage for insurance as indicated above to Client.

22. TERMINATION.

a) **For Breach.** If either party breaches a material provision under this Agreement the other party may terminate this Agreement by providing the breaching party with a written notice describing the breach. Upon receipt of that notice, the breaching party will have a period of 60 days (or another timeframe that may be mutually agreed to by the parties) to cure the breach and if the breaching party fails to do so within the cure period, this Agreement will automatically terminate at the end of the cure period.

b) **For Non-Allocation of Funds.** Continued performance of the Services contemplated by this Agreement is contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then Client may, upon advance written notice to Avenu at least thirty (30) days' prior to the expiration of the then current Term year: (i) modify the Services provided by Avenu under this Agreement; or (ii) terminate this Agreement. Client's Auditor-Controller/Treasurer-Tax Collector is authorized to issue a notice of termination under this paragraph.

Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default.

23. EFFECT OF TERMINATION. Within 90 days of termination or expiration of this Agreement, Recipient will destroy and purge from its computer systems the Discloser's Confidential Information (including all copies, excerpts and summaries thereof), except to the extent such Confidential Information is stored pursuant to the Recipient's standard back-up procedures or retained to meet Recipient's legal or regulatory requirements or internal audit, document retention and/ or internal compliance requirements. In cases where any of the Discloser's Confidential Information is retained as permitted in this Section, the Recipient will continue to abide by this Section until the Recipient ceases retaining such Confidential Information. Recipient shall destroy and purge such Confidential Information within the normal timeframe for deleting and purging such data. As it relates to Avenu hosting any of the Client's data or Personal Information, Avenu will, upon the Client's request, (a) return that data stored in the RevQ Software in a reasonable and mutually agreed to format to the Client provided the Client requests that return of that hosted data within 30 days of the termination of this Agreement; and (b) purge any Personal Information from the EPS within 90 days of the termination of this Agreement with the understanding that Avenu retains transaction records as required by applicable law. If the Client requires any assistance in converting or exporting any data to another system, the Client will need to agree to a statement of work with Avenu that sets forth the agreed to scope of those services and the agreed to fees. Upon request by the disclosing party, the receiving party will certify in writing that the receiving party has complied with its obligations under this Section.

24. ASSIGNMENT. Avenu may utilize subcontractors to provide the Products and Services. In all other circumstances, neither party shall assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the other party

25. FORCE MAJEURE. Neither party shall be liable for failure or delay in performance of its obligations under this Agreement when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, internet provider network unavailability/outages, or similar causes beyond the reasonable control of such party. ("**Force Majeure Events**"). If due to any Force Majeure Events either party shall be unable to perform any obligation when due, such party shall promptly notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of the Force Majeure Event and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period; provided, however, that if the delay continues for a period of 30 days or more, either party may terminate this Agreement by written notice to the other.

26. SURVIVAL. Sections 12, 14, 17, 18, 19, 20, 23, 26, 27, and 29-32 shall survive the expiration of this Agreement.

27. [RESERVED]

28. [RESERVED]

29. NON-SOLICITATION. Client acknowledges that Avenu has a protectible business interest in the stability of its workforce, Avenu incurs substantial costs and expenses in recruiting and training its personnel, and that it would be difficult, if not impossible, to calculate damages related to the breach of Client's obligations under this Section. During the Subscription Term and one year thereafter, Client shall not itself or have someone on Client's behalf solicit for employment any of Avenu's personnel who (1) performed any service to Client, (2) would occupy a role with Client that would alleviate the need for Avenu to provide services to Client; (3) performed any customer service duty or relationship management for Client, or (4) who occupied an executive role with Avenu. In the event Client breaches this Section and in addition to any other remedy available to Avenu, Avenu has a right to injunctive relief and upon Avenu written demand, Client shall pay to Avenu 150% of the annual salary paid by Avenu to the employee at the time of the demand. Client acknowledges that these damages are not an unlawful penalty and are not unreasonable.

30. GOVERNMENT SALES. This Section applies to all acquisitions of the Products and Services (collectively or individually for the purposes of this Section, the "**Government Acquired Products**") by or for the government of the United States of America or other government entity (the "**Government**"), or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the Government. By accepting delivery of the Government Acquired Products, Client hereby acknowledges that (a) the Products and Services have been developed exclusively at private expenses, (b) the Products and Related Services commercial software and the associated documentation is commercial software documentation within the meaning of the acquisition regulation(s) applicable to this procurement, (c) the terms and conditions of this Agreement govern the Client's use and disclosure of the Government Acquired Products, and shall supersede any conflicting contractual terms or conditions, and (d) this Agreement meets the Government's/Client's needs or is consistent in all respect with United States law.

31. EXPORT CONTROL. Client shall not export or re-export or allow anyone to access or use the Products or Related Services outside of the United States without the prior written authorization of Avenu. If approved, Client must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to ensure that neither the Products or Related Services are exported, directly or indirectly, in violation of applicable laws.

32. GENERAL. Avenu is an independent contractor. Except for the engagement of Avenu for the explicit purposes set forth in this Agreement, the parties are not entering into any employer-employee arrangement, partnership, joint venture, or similar relationship of any kind whatsoever. This Agreement is the exclusive statement of the parties' agreement and supersedes all proposals, prior agreements, and other communications (oral or written)

between the parties relating to the subject matter of this agreement. To be effective, any modification to this Agreement needs to be in writing and signed by both parties. A waiver by either party of or a party's delay exercising its rights under this Agreement does not constitute a waiver of any other provision, breach or default. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will remain in effect. The parties agree that a scanned file of a party's signature transmitted via email by the signing party to the other party shall be considered a binding, original signature of the signing party.

33. Notices.

- a) **Contact Information.** The Persons and their addresses having authority to give and receive notices provided or permitted under this Agreement include the following:
- **For Client:** Tax Collections Division Chief, County of Fresno, P.O. Box 226 Fresno, California, 93708-0226, acttcrcuwebmail@fresnocountyca.gov
 - **For Avenu:** Avenu Insights and Analytics, LLC, Attn: Contracts Department 5860 Trinity Parkway, Suite 120, Centreville, Virginia 20120, Email: contracts@avenuinsights.com cc: Justin.Norton@avenuinsights.com
- b) **Change of Contact Information.** Either party may change the information in section 33.a) by giving notice as provided in section 33.c).
- c) **Method of Delivery.** Each notice between Client and Avenu provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.
- A notice delivered by personal service is effective upon service to the recipient.
 - A notice delivered by first-class United States mail is effective three Client business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
 - A notice delivered by an overnight commercial courier service is effective one Client business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
 - A notice delivered by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of Client business hours, then such delivery is deemed to be effective at the next beginning of a Client business day), provided that the sender maintains a machine record of the completed transmission.
- d) **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the California Government Claims Act (Division 3.6 of Title 1 of the California Government Code, beginning with section 810).


34. Disclosure of Self-Dealing Transactions. If any member of Avenu or of its board of directors, as applicable, is party to a self-dealing transaction, they shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Schedule D to this Agreement) and submitting it to Client before commencing the transaction or immediately after. "Self-dealing transaction" means a transaction to which Avenu is a party and in which one or more of its members, or members of its board of Directors, as applicable, as an individual, has a material financial interest.

35. Governing Law. The laws of the State of California govern all matters arising from or related to this Agreement.

36. Jurisdiction and Venue. This Agreement is signed and performed in Fresno County, California. Avenu consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the California Government Claims Act, all such actions must be brought and maintained in Fresno County, California.

- 37. Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.
- 38. Days.** Unless otherwise specified, "days" means calendar days.
- 39. Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.
- 40. Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.
- 41. Nondiscrimination.** During the performance of this Agreement, Avenu shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.
- 42. No Waiver.** Payment, waiver, or discharge by Client of any liability or obligation of Avenu under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of Avenue and does not prohibit enforcement by Client of any obligation on any other occasion.
- 43. No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

The parties accept and agree to the terms and conditions set forth herein and have caused this Agreement to be executed by their respective authorized representatives:

| County of Fresno | Avenu Insights and Analytics, LLC |
|---|---|
| Signature: | Signature:  |
| Printed Name: Ernest Buddy Mendes | Printed Name: Paul Colangelo |
| Title: Chairman of the Board of Supervisors of the County of Fresno | Title: CEO |
| Date: | Date: 6/16/2025 |

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____, Deputy

Schedule A: Implementation of RevQ Products and Services – Statement of Work
Implementation Statement of Work

Avenu and the County of Fresno (“Client”) enter in this Statement of Work (the “Statement of Work” or “SOW”) as part of the Software Subscription Agreement - RevQ Product and Services (“Agreement”). This SOW incorporates the provisions set forth in the Agreement and unless explicitly defined in this SOW, all capitalized terms shall have the same meaning set forth in the Agreement. In the event that any provisions in this SOW conflict with any provisions of the Agreement, or any other document, the provisions of this SOW shall prevail solely with respect to the Professional Services covered by this Statement of Work.

Avenu will implement RevQ including the following subscription services:

| |
|---|
| Monthly Unattended Messaging Limit |
| 5000 completed calls |
| Monthly Outbound Text Messaging Limit |
| 5000 text messages |
| Monthly Skip Tracing Limit |
| 500 Responses |
| Monthly Avenu Correspond Letter Limit |
| 10,000 letters |
| One Time Professional Services Hours |
| 1560 hours |
| One Time Workflow Setup & Training Hours |
| 100 hours |
| One Time California Modules Hours (Victim Restitution, FTB COD, Tax Intercept, EDD, Archive) |
| 50 hours |

A. Solution Features

This table describes the standard RevQ solution features and functionality that are in scope for this implementation. Avenu will provide all services described in the “In Scope” column. Anything that is not included in the “In Scope” column is considered out of scope, even if it is not listed in the “Out of Scope” column. The phrase “Standard functionality” indicates that the application will not be changed or customized beyond its existing user interface (UI) and user experience (UX) design.

| Area | In Scope | Out of Scope |
|---|--|---|
| RevQ Application | <ul style="list-style-type: none"> One Production Environment for business operation of the RevQ Application One Test Environment for testing changes to the RevQ Application | <ul style="list-style-type: none"> N/A |
| Revenue Plus Collector System (“RPCS”)/Columbia Ultimate Business System (“CUBS”) | <ul style="list-style-type: none"> Current Client Licenses to RPCS/CUBS will remain active until RevQ+ is live on Production. <ul style="list-style-type: none"> Notwithstanding anything to the contrary in this in SOW, once RevQ+ is live in Production environment, | <ul style="list-style-type: none"> N/A |

| Area | In Scope | Out of Scope |
|------------------------|--|---|
| | <p>Client's access to RPCS/CUBS software and modules will be turned off.</p> <ul style="list-style-type: none"> There will be no additional charge to the Client for any general support or subscription of RPCS/CUBS, once there is a signed agreement for RevQ+ is in place. | |
| Payment Processing | <ul style="list-style-type: none"> N/A | <ul style="list-style-type: none"> Integration of current payment processor to RevQ. Call Center Payments/ Use of Virtual Terminal for Call Center Real-time integration of CitePay portal and terminals with RevQ IVR (Interactive Voice Response) Payment Processing Integration of CitePay to RevQ for online and in-person POS payments. |
| Outbound Communication | <ul style="list-style-type: none"> Unattended phone messages Note: Letter of Authorization may need to be signed prior to configuring Unattended Messages Avenu Correspond for Letters (Letters printed and sent by hard copy via mail) Standard RevQ letter layouts are available to create multiple letter templates. Client letter templates must adhere to the standard RevQ letter layouts. Letters can be emailed. For this communication, the contents of a letter go into the body of an email. Text Messaging | <ul style="list-style-type: none"> Letter layout customizations that do not adhere to the standard RevQ letter layouts. Live/attended phone calls |
| Inbound Communication | <ul style="list-style-type: none"> N/A | <ul style="list-style-type: none"> Answering inbound Calls Answering inbound Emails |
| Skip Tracing | <ul style="list-style-type: none"> LocateSmarter | <ul style="list-style-type: none"> Daily batch retrieval of valid phone numbers and addresses via a contracted service other than LocateSmarter Loading of skip tracing results into outside system |
| Payment Plans | <ul style="list-style-type: none"> Client users may create payment plans directly through RevQ user interface as needed | <ul style="list-style-type: none"> Integration with outside systems using standard import and export formats. Specific interface information is noted in section B. |

| Area | In Scope | Out of Scope |
|-----------------------------------|---|--|
| Workflow | <ul style="list-style-type: none"> Client users may set up automated generation of daily batch processes for criteria that Client defines for unattended dialing and letter sending Any user-driven workflows in the RevQ standard workflow user interface. Creation of worklists or employee Work in Progress (WIP) list Updates of demographic information directly in RevQ user interface. Victim Restitution functionality | <ul style="list-style-type: none"> Including additional data elements that are not available in the standard workflow interface |
| User Interface Configuration | <ul style="list-style-type: none"> RevQ includes standard user interface configuration options | <ul style="list-style-type: none"> All customization outside of the standard user interface configuration options |
| Outside Collection Agencies (OCA) | <ul style="list-style-type: none"> Integration with OCA using standard import and export formats. Specific interface information is noted in section B. | <ul style="list-style-type: none"> N/A |
| Third-Party Vendors | <ul style="list-style-type: none"> Franchise Tax Board Court Ordered Debt | <ul style="list-style-type: none"> Direct integration with any other third-party vendors |
| Reports | <ul style="list-style-type: none"> Standard reports, in PDF and Excel format, available for self-service by users through RevQ and Avenu Analytics user interfaces Ability for Client to create their own report definitions/criteria using Avenu Analytics | <ul style="list-style-type: none"> Changes to existing reports, such as changing field names or adding columns All custom report development will not be completed by Avenu. |
| Scheduled Jobs and Events | <ul style="list-style-type: none"> Standard RevQ scheduling utility is a feature within RevQ that can be installed by client to manage imports, exports, and letters in RevQ | <ul style="list-style-type: none"> Connection to third party schedulers |
| Credit Reporting | <ul style="list-style-type: none"> N/A | <ul style="list-style-type: none"> Reporting out to any bureaus |
| Victim Restitution | <ul style="list-style-type: none"> Victim Restitution Disbursement RevQ: standard functionality for Victim Restitution module. Ability to export disbursements to be sent Victim Restitution Module: RevQ standard functionality for Victim in Restitution for viewing and data entry | <ul style="list-style-type: none"> Victim Restitution Disbursement: Printing of Checks |

B. Interfaces (Outside Systems and Files)

An interface is custom programming, configuration, or integration work needed to allow RevQ+ to exchange information with the Client's existing software or database. Client may create and implement these interfaces. Client must provide all programming for creation and implementation of interfaces. Avenu will not provide programming services for creation or implementation of

interfaces but shall provide 30 hours of support and coaching on RevQ+ data and programming options.

The table below is the list of Client systems that will need interfaces with RevQ+. If Client needs to build additional interfaces, Client may do so with or without the assistance of Avenu.

In the table below, the column “# Instances” refers to the number of separate data files or instances of transfers that need to occur to make that interface successful. For instance, in "Client HS," this interface refers to 2 separate files, both containing account and payment information, which will be automatically transmitted (imported) into the RevQ application, thus being fully automated.

| System Name | # Instances | Interface Type | Import (Files from Outside System to RevQ: total # of each) | Export (Files from RevQ to Outside System; total # of each) |
|--------------------|--------------------|-----------------------|---|---|
| Client HS | 2 | Account & Payments | 2: DFM – Accounts & Payments | N/A |
| Client EH | 2 | Account & Payments | 2: DFM – Accounts & Payments | N/A |
| Client UN | 2 | Account & Payments | 2: Custom Program & txt. - Accounts & Payments | N/A |
| Matrix C | 2 | Accounts & Payments | 2: txt. & csv - Accounts & Payments | N/A |

C. Comparison of RevQ Modules against current Client RPCS Modules

This table defines the in-scope RevQ modules for implementation under this Agreement. This table also provides an understanding of where current RPCS business objectives can be accomplished in the RevQ system, however:

- Only RevQ Standard Functionality and configuration options are in scope. No custom platform development or scripting is in scope under this Agreement, unless noted otherwise in the custom platform development scope in section G of this Schedule A, below.
As a result:
 - Customizations included in the RPCS modules are not in scope unless noted otherwise in the custom platform development scope in section G of this Schedule A, below.
 - While the business objectives accomplished in RPCS can also be accomplished in RevQ, some client procedure changes may be required to complete the same objectives.
- Provisions for the migration of the data supporting each module are in section D of this Schedule A, below.

| RPCS Modules | RevQ Modules |
|---|--|
| The Account Distribution/Payment Proration Module provides for the application of payments received based on priorities or criteria that are predefined by the Client. | Providing the application of payments based on priorities or criteria that are predefined by the Client is part of the Standard Functionality of RevQ. |
| The California EDD Module enables Client to handle employment disability accounts. | The EDD Module enables the Client to handle employment disability accounts. |

| RPCS Modules | RevQ Modules |
|---|---|
| “EDD” means Employment Development Division. | |
| The California FTB/COD Module enables Client to process accounts tied to probation, courts, or district attorney-related debts. “FTB” means Franchise Tax Board. “COD” means court-ordered debt. | The Standard FTB/COD Data exchange RevQ Module enables the Client to process accounts tied to probation, courts, or district attorney-related debts. This module cannot be customized. |
| The California Tax Intercept Module enables Client to intercept non-COD debts, including but not limited to unsecured property taxes or other Client department debts, and includes data exchanges with both the FTB and the California Department of Social Services (“CDSS”). | <p>The Standard Tax Intercept FTB & CDSS Module enables Client to intercept non-COD debts, including but not limited to unsecured property taxes or other Client department debts, and includes data exchanges with both the FTB and the CDSS. Client is choosing only the Standard Tax Intercept FTB.</p> <p>If implementation is not completed to go live by January 1, 2026, then the Tax intercept updates cannot be completed until January 1, 2027. Customizations and migrations outside of the standard module are not included.</p> |
| The Victim Restitution Module enables Client to link debts and criminal code sections to accounts that are flagged for victim restitution. | The Victim Restitution Module enables Client to link debts and criminal code sections to accounts that are flagged for victim restitution. The balance forward and notes can be migrated directly into RevQ, but detailed victim transactions will be migrated as a PDF for review. The original opening balance for each account, as well as the remaining balance, will be migrated. |
| The Client View/Ecliptics functionality allows Client’s users to view all debt accounts associated with a single debtor or group of parties jointly and severally liable. | The Client View/Ecliptics functionality allows Client’s users to view all debt accounts associated with a single debtor or group of parties jointly and severally liable. |
| The CU/Converse Dialer functionality provides for unattended phone and text message outreach. | The Outbound Unattended Messaging functionality provides for unattended phone and text message outreach, including automated outreach, but does not include a standard phone dialer system or an Interactive Voice Response (IVR) dialer. |
| CU-Archive functionality allows for archiving of accounts, such as those paid in full or no longer active. | The Archive Module allows for archiving of accounts, such as those paid in full or no longer active. Accounts will be appropriately flagged and stored based on status. |

| RPCS Modules | RevQ Modules |
|--|---|
| CDSS functionality enables Client to handle debts related to CDSS. | This functionality is not available and will not be provided in RevQ. |

D. Data Migration

The following table sets forth the specifications of the RevQ implementation.

| In Scope | Out of Scope |
|---|---|
| Base Migration Services <ul style="list-style-type: none"> 1 Test Migration, 1 Live Migration The parties anticipate that the fewer than approximately 20K accounts will need to be migrated, but more accounts can be migrated depending on the consistency and cleanliness of data as determined during the performance of the migration services. The migration shall include all active accounts, plus all inactive accounts closed less than one year before the Effective Date of this Agreement. RPCS data to be migrated includes: <ul style="list-style-type: none"> DEBTOR record to RevQ Debtors and RevQ Accounts FISCAL fields to RevQ Account Custom Fields, Debtor Contacts, Employers, and Banks MEMO transactions to RevQ financial transactions including FAC-CHG-ADJ to RevQ financial transactions MEMO to RevQ Account Notes RP-PACKET secondary debtors to RevQ additional debtors PAYPLAN terms to setup new RevQ Payment Plans starting at the first unpaid payment as of the migration date. FTBCOD account state to RevQ FTBCOD account state Victim Balances Victim Notes If, in RPCS, a comma does not exist in Name1, or if key words exist in Name1 from a configurable list of words (such as LLC, INCORPORATED, etc.), then the name will be classified as a Company in RevQ. Translation tables of configured RPCS elements to RevQ values, as defined by Client with guidance and assistance from Avenu, analysis and migration configuration, as follows: <ul style="list-style-type: none"> RPCS Client to RevQ Account Type | Base Migration Services <ul style="list-style-type: none"> Additional Test Migrations beyond what is noted as in scope are out of scope. Assistance with data cleanup (such as Name cleanups) Translations for fields not specifically listed in scope. RPCS data tables not specifically listed in scope for migration include: <ul style="list-style-type: none"> PAYPLAN historical data (past payments) JUDGMENTS (complexity of judgments and line items adds to scope of analysis, line item mapping, and migration so isn't included in the base migration, but can be an add-on if desired) Legal libraries associated with FISCAL fields File attachments (this is an add-on from the base migration if needed) Victim Transaction History Custom parsing of notes or other data sources for particular data elements not in the base migration. Archive account migration Migration into other RevQ modules not specifically identified as in scope (such as CDSS, etc.) RevQ application configuration to match translation tables. Changes to translation tables or data by Avenu team after live migration. Accounts closed for more than a year before the Effective Date of this Agreement. |

| In Scope | Out of Scope |
|---|--------------|
| <ul style="list-style-type: none"> ○ RPCS account status codes to RevQ Account & Debtor status codes ○ RPCS Amount “buckets” to RevQ line item codes ○ RPCS account facility codes for amounts to RevQ line item codes ○ RPCS Custom DEBTOR & FISCAL fields to RevQ Custom fields ○ RPCS Transaction codes to RevQ Payment Types or Adjustment Reasons ○ RPCS Next Step to RevQ Next Step Code ○ RPCS Desk to RevQ Bin ○ RPCS user initials to Person’s Name for RevQ Notes and Financial Transactions ○ Default RevQ phone and address field settings that aren’t in RPCS (such as source and consent for texting and unattended messaging) • Translation tables will be used to align RPCS elements with RevQ’s structure. • Migration debtor matching is based on standard criteria for common sets of demographic and Social Security number (SSN) matching. Some analysis by Client and Avenu, simultaneously and coding changes by Avenu may be required based on simple variations or needs. <ul style="list-style-type: none"> ○ For example, currently the RPCS packet number is not part of the debtor matching criteria, in case multiple people in the same household are part of the same RPCS packet. Debtor matching criteria could be changed to incorporate the packet number. • Avenu Project Manager & Avenu Consultant regular meeting attendance. During meeting, if there is a need for other technical experts or specialists needed to discuss the project, they will also attend the meeting • Avenu shall conduct a data profile analysis after the test migration to identify data points that need to be cleaned up by Client and shall provide the data profile analysis to Client. The data will be broken out by category in the translation process from RPCS to RevQ. The data profile analysis will be provided in a digestible format such as Excel or CSV. • Client will set up the RevQ application with guidance and support from the Avenu team. | |

| In Scope | Out of Scope |
|--|---|
| <ul style="list-style-type: none"> For purposes of these services, “migration” means moving data from one place to another, and “translation” means mapping data from one place to another. | |
| <ul style="list-style-type: none"> Additional Migration Services Avenu shall provide up to 280 hours of additional effort on minor items that would have been out of scope for Base Migration Services, above. To facilitate the 280 hours of additional effort, above, Avenu will include an additional 1 month of project management. The addition of roughly ~220K Accounts to be migrated into the RevQ application Avenu will migrate up to 640K accounts into the Archive Module of the RevQ application. Victim Transaction History (PDF of transaction history) | <ul style="list-style-type: none"> Additional Migration Services Migration into other RevQ modules not specifically called out in the in scope section (such as Tax Intercept, EDD, etc.). |

E. Implementation Activities by Stage

Implementation of RevQ will be in stages, as follows.

| Stage | Key Activities |
|---------------|---|
| Design | <ul style="list-style-type: none"> Client completes pre-work packet and provides needed information, including file layout specifications, data dictionaries, and example files. Avenu facilitates kick-off call. Avenu facilitates and completion of the Configuration Guide. , which is a form created by Avenu for implementation, which is not legally binding. Client Completes the Configuration Guide. Client signs off on completion of Configuration Guide. Following Configuration Guide sign-off, Client and Avenu finalize project plan and timeline, including Go Live Date. Any material changes following Configuration Guide sign-off will be governed through formal change-management process. |
| Build | <ul style="list-style-type: none"> Avenu completes file interface mappings (for both daily and one-time inventory migration files). Avenu + Client completes solution configuration according to the Configuration Guide. Avenu + Client unit tests configurations and file interfaces. Avenu provides admin training and super-user. training. Client creates end-user training and process documentation, with support from Avenu. |
| Test | <ul style="list-style-type: none"> Client creates test cases for their specific needs for user acceptance testing. Client’s super users provide training to end users or testing team who will perform testing. Client’s project manager organizes and ensures execution of user acceptance testing. Client’s users perform user acceptance testing steps. |

| | |
|------------------|---|
| | <ul style="list-style-type: none"> • Avenu or Client fix any defects discovered through testing. • Client's users regression test after fixes made. • Avenu and Client agree to Go Live Date/ cut-over plan from RevQ Test to RevQ Production application. The cut-over plan will provide what happens after all testing has been approved and data migration is verified, through the Go Live Date. |
| Go Live | <ul style="list-style-type: none"> • Avenu and Client execute go-live plan. • Client users begin using solution to perform their work. • Client's super users provide end-user support. • Avenu provides support and expertise to Client's super users. |
| Stabilize | <ul style="list-style-type: none"> • Client's super users provide end-user support. • Avenu facilitates weekly call to review issue log, process metrics, performance metrics, and to agree on action plan for coming week. • Once stable, transition from project team to Avenu's Customer Success and Support teams. |

F. Post-Production Optimization

After the Go Live implementation stage is completed, Avenu will provide up to 100 hours of post-production optimization, including configuration adjustments, process improvements, and consulting support to enhance the system's effectiveness.

G. Assumptions and Responsibilities

1. Avenu's implementation team will perform services between the hours of 8:00 am and 5:00 pm (based on the time zone where the employee performing the services is located).
2. The Client shall have a core team of personnel including at least one chief or manager and at least one member of the information technology team. The Client shall ensure its personnel (a) has authority to make business decisions on behalf of the Client; (b) will participate in meetings, data gathering, analysis, implementation, and project governance activities related to this SOW; (c) will participate in focused training activities; and (d) will meet deadlines and deliverables as agreed upon in the mutual project plan. For purposes of this paragraph, "business decisions" include training staff, roles and responsibilities of staff, security, data flow, account setup, calculation, texting templates, letter templates, and workflow. Client's Auditor-Controller/Treasurer-Tax Collector and Deputies, Chiefs, and Managers have such authority.
3. Avenu will perform the services defined in this SOW remotely. Avenu resources will work on-site at the Client's facility only upon authorization being granted by both parties or as specifically set forth in this SOW.
4. Client will provide all requested information and access needed for Avenu to provide these services.
5. Avenu follows the Train-the-Trainer model and provides administrator training as well as super-user training. This approach allows for more productive and tailored training sessions.
6. Avenu's standard Project Management duties include common planning, scheduling, resource allocation, execution, tracking, and delivery of RevQ+. This project is scoped for 7 months worth of Project Management. Please note and refer to Schedule B for Client Responsibilities.
7. Only standard RevQ functionality and configuration options are within the scope for this engagement. No custom platform development or scripting is included in this engagement, including all custom platform development, UI changes, and custom scripting.

H. Fee Schedule, Travel, and Invoices

Fee Schedule + Invoicing

All Services provided will be as per the Statement of Work sections mentioned above. The Client

understands that this is the final estimate for the specified Services and fees are set forth on a fixed price basis. The Client will be invoiced for the full project cost, and no additional charges will be applicable unless there is a requirement for additional services. In such cases, a Change Order will be executed by authorized representatives of both parties, and the additional services will be charged at the amount and frequency specified in the Change Order.

Invoices for services and for permitted travel and related expenses, will be presented to the Client at the end of each month. In the event of any project extension beyond the initial seven-month implementation period due to delays not attributable to Avenu, any additional work hours will be subject to Time and Materials billing at the then-current rate, subject to the execution of a Change Order, which may require an amendment to this Agreement, pursuant to section 3.f) of the Agreement, titled "Maximum Compensation." Potential issues not attributable to Avenu that may result in an extension of the project beyond the initial seven-month period shall be communicated to the Client promptly upon identification. Avenu shall provide the Client with a detailed explanation of how and why such issues will cause a project delay.

Any services in addition to or beyond those explicitly outlined in the Statement of Work sections above must be authorized by an amendment to this Agreement and will be carried out on a Time and Materials (T&M) basis. This will also follow the execution of a Change Order and will be charged at the prevailing rate. For purposes of establishing the parties' mutual and general expectations, the parties acknowledge that, as of the effective date of this Agreement, the typical hourly rate is \$250, but the typical hourly rate may change over the course of this Agreement. The Client understands that the T&M estimate is only an approximation. The actual performance of the specified Services may deviate, and the Client will only be invoiced for the actual hours devoted to the project and any associated expenses, subject to section 3.f) of this Agreement, titled "Maximum Compensation."

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| Software, Programming, Contact Management, Hosting, & Travel – Monthly Fees | | |
|---|---|---------------------|
| QTY | Description | |
| 15 | RevQ+ Software Licenses | |
| 15 | Data Hosting Per Each Concurrent License/Support Services | |
| 5 | Avenu Reports Licenses | |
| 5 | Victim Restitution, FTB COD, Tax Intercept, EDD, Client View/Ecliptics, Archive | |
| 500 | Skip Tracing – Monthly New Placements (Forward Flow): <i>Estimates a 10% hit rate</i> | |
| 5,000 | Texting: <i>Assumes 5,000 text messages per month</i> | |
| 5,000 | Unattended Messaging: <i>Assumes 5,000 calls per month</i> | |
| 10,000 | Letters <i>Assumes 10,000 letters per month</i> | |
| Total Products Per Month | | \$18,302.00 |
| Programming Services – One-Time Expense | | |
| HRS | Description | Total Price |
| 600 | Software Installation & Administrative Configuration | Included |
| 100 | Workflow Setup & Remote Training | Included |
| 300 | Additional Software Install & Configuration (Due to account volume) | \$52,500.00 |
| 530 | RPCS Data Migration (Base Migration plus small changes) | \$92,750.00 |
| 30 | Interfaces (Client Implements) | \$5,250.00 |
| 100 | Optimization Post Go-Live | \$17,500.00 |
| 50 | California Modules Implementation | \$7,500.00 |
| TOTAL PROFESSIONAL SERVICES | | \$175,500.00 |
| TOTAL MONTHLY RECURRING COSTS | | \$18,302.00 |

Revisions

Should any changes to the scope, services, deliverables, estimating assumptions, or schedule established for this project occur, which would impact the time frame or fee estimates, the parties will make best efforts to amend this Agreement to effectuate their mutual intent.

(END OF SCHEDULE A)

Schedule B: Administration Roles and Responsibilities – Hybrid

In addition to logging a support ticket, Client can call Avenu support services team at the then current support number (currently support for the RevQ+ Software and the related products and services provided under this Agreement can be reached at 1-888-504-1196). Except for urgent support requests, Client acknowledges that support tickets will be handled during Avenu’s normal support hours. Avenu will handle urgent support requests on a priority basis whether logged during or after Avenu’s normal support hours. These administrative roles and responsibilities may change from time-to-time and will be electronically communicated to administrative users.

The following tables that lies with the Client, is shared with Avenu, or requires coordination between both Client and Avenu. The “Comments” column provides step-by-step instructions or additional clarifications for each task.

| UNATTENDED MESSAGING | | | |
|--|--------|--------|--|
| Task | Client | Shared | Comments |
| Remove a debtor from the Unattended Messaging Campaign call list | X | | Open Debtor to remove from the call list. Follow the menu path: Operations>Unattended Messaging>Do Not Call . Respond to the confirmation prompt. |
| Clear do not call flag | X | | Open Debtor to remove from the call list. Follow the menu path: Operations>Unattended Messaging>Clear Do Not Call . Respond to the confirmation prompt. |
| Set consent to call a phone number | X | | Search for and bring up the debtor. Click on the Edit Debtor Action from the Debtor screen. Make sure the phone number with consent is set a Primary. Check the Consent to call box, update the Consent date field, and set the Consent type . |
| Revoke consent to call a phone number | X | | Search for and bring up the debtor. Click on the Edit Debtor Action from the Debtor screen. Uncheck the Consent to call box. |
| Change Unattended Messaging Campaign calling times or days | | X | Client to open a support ticket with OS. OS will make the requested change. Requires client sign-off. |
| Unattended Messaging Campaign administration | | X | Client to open a support ticket with OS. OS will make the requested change. Requires client sign-off. |
| Changes to the voice message left as a part of the Unattended Messaging Campaign | | X | Client creates a support ticket. Clients provides new message to OS. OS gets the new message recorded and gets final approval from the client. Requires client sign-off. |

| | | | |
|---|----------|----------|--|
| Stop all Unattended Messages for the day | | X | Client creates an urgent support ticket. OS takes the necessary actions with Architect and CTS to stop all calls for the day. |
| Stop all Unattended Messages temporarily due to Declaration of Disaster | | X | Client creates an urgent support ticket. The ticket must include details on how to isolate those affected by the disaster, such as a list of zip codes. OS takes the necessary actions with Architect and CTS to stop all calls until notification to reinstate is received. |
| Reinstate Unattended Messages after Declaration of Disaster ends | | X | Client creates a support ticket. The ticket must include details on how to isolate those affected by the disaster, such as a list of zip codes. OS takes necessary actions to reinstate Unattended Messages. |
| Mark a phone number as “bad” | X | | Search for and bring up the debtor. Click on the Edit Debtor Action from the Debtor screen. Change the Phone Status to “Bad”, “Block”, “Disconnected”, “Wrong Number” or other status created by client to indicate that no calls should be made to this number. The phone can also be deleted from the Edit Debtor screen. A note is created noting the phone number that was deleted for historical purposes. |
| Mark a phone number as “good” | X | | Search for and bring up the debtor. Click on the Edit Debtor Action from the Debtor screen. Change the Phone Status to “Good” to indicate that calls can be made to this number |

The Texting Task Responsibility Table sets forth the specific operational tasks required for the ongoing management of the Texting service. For each task, the table identifies whether responsibility lies with the Client, is shared with Avenu, or requires coordination between both parties. The “Comments” column provides step-by-step instructions or additional clarifications for each task.

| TEXTING | | | |
|---------------------------------------|----------|--------|--|
| Task | Client | Shared | Comments |
| Set consent to Text a phone number | X | | Search for and bring up the debtor. Click on the Edit Debtor Action from the Debtor screen. Make sure the phone number with consent is set as Primary. Click the Consent Options button. Set Consent to Text to Yes, update Consent date , and set Consent type . |
| Revoke consent to Text a phone number | X | | Search for and bring up the debtor. Click on the Edit Debtor Action from the Debtor screen. Click the Consent Options button. Set Consent to Text to No. |
| Change Text calling time range | X | | Follow the menu path: Administration>Ontario Omni>Texting>Texting Setup . Update the |

| | | | |
|--|---|---|--|
| | | | texting times in the Texting Time Range in the General Tab. |
| Create new Text message | X | | Follow the menu path: Administration>Ontario Omni>Texting>Texting Templates . On the Message tab, click the + icon on the lower left. Give the Text message a name. Type message content while keeping it within the 160 character limit. Use the icon in the upper right corner to access merge fields. Click Save Changes and Close when done. |
| Changes to the Text messages | X | | Follow the menu path: Administration>Ontario Omni>Texting>Texting Templates . On the message tab, click in the message area of the screen and make changes. Click Save Changes and Close when done. |
| Prevent Text message from being sent to Debtors/Accounts with certain status codes | X | | Follow the menu path: Administration>Ontario Omni>Texting>Texting Templates . Click on the Restrictions tab. Click the checkbox next to all Debtor and Account statuses that should prevent texts from being sent. Use Payment Plan statuses to stop text messages from being sent based on payment plan statuses. |
| Set Minimum Balance for Text messages to be sent | X | | Follow the menu path: Administration>Ontario Omni>Texting>Texting Templates . Click on the Restrictions tab. Set the Minimum Balance at the bottom of the page. |
| Stop all Texts temporarily due to Declaration of Disaster | | X | Client creates an urgent support ticket. The ticket must include details on how to isolate those affected by the disaster, such as a list of zip codes. OS takes the necessary actions with Ontario Omni to stop all texts until notification to reinstate is received. |
| Reinstate Texts after Declaration of Disaster ends | | X | Client creates a support ticket. The ticket must include details on how to isolate those affected by the disaster, such as a list of zip codes. OS takes necessary actions to reinstate Texting. |
| Mark a phone number as "bad" | X | | Search for and bring up the debtor. Click on the Edit Debtor Action from the Debtor screen. Change the Phone Status to "Bad", "Block", "Disconnected", "Wrong Number" or other status created by client to indicate that no calls should be made to this number. The phone can also be deleted from the Edit Debtor screen. A note is created noting the phone number that was deleted for historical purposes. |

| | | | |
|-------------------------------|----------|--|--|
| Mark a phone number as "good" | X | | Search for and bring up the debtor. Click on the Edit Debtor Action from the Debtor screen. Change the Phone Status to "Good" to indicate that calls can be made to this number |
|-------------------------------|----------|--|--|

The Ontario Correspond – Letter Services Task Responsibility Table details the operational tasks required for the ongoing management of letter services. For each task, the table specifies whether the responsibility lies with the Client, is shared with Avenu, or requires coordination between both parties. The "Comments" column provides step-by-step instructions or additional clarifications for each task.

| ONTARIO CORRESPOND – LETTER SERVICES | | | |
|--|----------|----------|---|
| Task | Client | Shared | Comments |
| Stop letters for one debtor | X | | Follow the menu path: Operations>Correspondence>Stop All Correspondence . Client has the choice to stop just letters currently in the queue or future correspondence as well. They can clear the stop future correspondence by going back in and unchecking the box when ready. |
| Stop letters after the file has been sent to the letter vendor | | | Once the file has been sent to the letter vendor, it cannot be stopped. |
| Stop letters from being sent when the address is Mail Return, Bad, Wrong Party | X | | Search for and bring up the debtor. Click on the Edit Debtor Action from the Debtor screen. Change the Address Status to "MR", "Bad" or other status created by client to indicate that no letters should be sent to this address. The address can also be deleted from the Edit Debtor screen. A note is created noting the address that was deleted for historical purposes. |
| Stop letters for all debtors affected by a Declaration of Disaster | | X | Client to open a support ticket with OS. The ticket must include details on how to isolate those affected by the disaster, such as a list of zip codes. OS will set the Block All Future Correspondence for those who meet the provided criteria. |
| Start sending letters after the Declaration of Disaster ends | | X | Client to open a support ticket with OS. The ticket must include details on how to isolate those affected by the disaster, such as a list of zip codes. OS will turn off the Block All Future Correspondence for those who meet the provided criteria. |
| Letter creation | X | | Follow the menu path: Administration>Correspondence>Define Letters . Click the + in the lower left to add a new letter. Enter a name and set the <i>Use this printer for this letter</i> to Ontario Correspond on the General tab. Click on the Merge Fields tab and |

| | | | |
|--------------------|----------|--|--|
| | | | use the arrows in the middle of the screen to add merge fields. Set status restrictions on the Statuses tab. Limit which letters can be accessed by users on the Collectors tab. Click Launch Word to create the new letter. Close and Save the Word doc, then click Save Changes and Close . |
| Letter alterations | X | | Follow the menu path: Administration>Correspondence>Define Letters . Click on the letter name to modify on the left. On the Merge Fields tab, add/remove merge fields using the arrows in the middle of the screen. Set status restrictions on the Statuses tab. Limit which letters can be accessed by users on the Collectors tab. Click Launch Word to open the letter and make modifications. Close and Save the Word doc, then click Save Changes and Close . |

Email Services table details the operational tasks required for the ongoing management of email services. For each task, the table specifies whether the responsibility lies with the Client, is shared with Avenu, or requires coordination between both parties. The “Comments” column provides step-by-step instructions or additional clarifications for each task.

| EMAIL SERVICES | | | |
|---|----------|----------|---|
| Task | Client | Shared | Comments |
| Stop emails for one debtor | X | | Follow the menu path: Operations>Correspondence>Stop All Correspondence . Client has the choice to stop just emails currently in the queue or future correspondence as well. The correspondence block can be cleared by going back into the same path and unchecking the box. |
| Stop emails from being sent when the email address is incorrect | X | | Search for and bring up the debtor. Click on the Edit Debtor Action from the Debtor screen. Correct or remove the email address. A note is created noting the address that was deleted for historical purposes. |
| Revoke email consent | X | | Search for and bring up the debtor. Click on the Edit Debtor Action from the Debtor screen. Uncheck the Email Consent box. |
| Stop emails for all debtors affected by a Declaration of Disaster | | X | Client to open a support ticket with OS. The ticket must include details on how to isolate those affected by the disaster, such as a list of zip codes. OS will set the Block All Future Correspondence for those who meet the provided criteria. A single support ticket will take care of letters and emails. |

| | | | |
|--|----------|----------|---|
| Start sending letters after the Declaration of Disaster ends | | X | Client to open a support ticket with OS. The ticket must include details on how to isolate those affected by the disaster, such as a list of zip codes. OS will turn off the Block All Future Correspondence for those who meet the provided criteria. A single support ticket will take care of letters and emails. |
| Email creation | X | | Follow the menu path: Administration>Correspondence>Define Letters . Click the + in the lower left to add a new letter. Enter a name and set the <i>Use this printer for this letter</i> to Email and enter the <i>default email subject</i> on the General tab. Click on the Merge Fields tab and use the arrows in the middle of the screen to add merge fields. Set status restrictions on the Statuses tab. Limit which letters can be accessed by users on the Collectors tab. Click Launch Word to create the new letter. Close and Save the Word doc, then click Save Changes and Close . |
| Email alterations | X | | Follow the menu path: Administration>Correspondence>Define Letters . Click on the letter name to modify on the left. On the Merge Fields tab, add/remove merge fields using the arrows in the middle of the screen. Set status restrictions on the Statuses tab. Limit which letters can be accessed by users on the Collectors tab. Click Launch Word to open the letter and make modifications. Close and Save the Word doc, then click Save Changes and Close.. |

The following table outlines the specific operational tasks required for the ongoing management of Workflow and Work Lists. For each task, the table identifies whether responsibility lies with the Client, is shared with Avenu, or requires coordination between both parties. The “Comments” column provides step-by-step instructions or additional clarifications for each task.

| WORKFLOW and WORK LISTS | | | |
|-----------------------------|----------|--------|--|
| Task | Client | Shared | Comments |
| Workflow creation | X | | Follow the menu path: Administration>Work Rules... |
| Workflow alterations | X | | Follow the menu path: Administration>Work Rules... |
| Create or modify Work Lists | X | | Follow the menu path: Administration>Work List>Define Work List Rules |

The following table outlines the specific operational tasks required for the ongoing management and configuration of code types and drop-down lists within the system. For each task, the table identifies whether responsibility lies with the Client, is shared with Avenu, or requires coordination between both parties. The “Comments” column

provides step-by-step instructions or additional clarifications for each task.

| DEFINE CODE TYPES – Drop-Down List Updates | | | |
|---|--------|--------|---|
| Task | Client | Shared | Comments |
| Add Debtor or Account Status Codes | X | | Follow the menu path: Administration>Other>Define Code Types and select Account Status from the list of objects on the left of the screen |
| Add items to any drop-down list that is modifiable, such as cancellation reasons, predefined notes, and payment types | X | | Follow the menu path: Administration>Other>Define Code Types and select the object to update from the list on the left of the screen |
| Modify settings on any configurable Codes list, such as changing Line Item Priority | X | | Follow the menu path: Administration>Other>Define Code Types and select the object to update from the list on the left of the screen |

The System Configuration/Management Task Responsibility Table sets forth the specific operational tasks required for the ongoing configuration and management of the system. For each task, the table specifies whether the responsibility lies with the Client, is shared with Avenu, or requires coordination between both parties.

| SYSTEM CONFIGURATION/MANAGEMENT | | | |
|--|--------|--------|---|
| Task | Client | Shared | Comments |
| Add Debtor or Account custom fields | X | | Follow the menu path: Administration>Debtor/Account>Define Debtor/Account Custom Fields |
| Modify Debtor or Account templates | X | | Follow the menu path: Administration>Debtor/Account>Define Debtor/Account Templates |
| Add or Modify Account Types | X | | Follow the menu path: Administration>Account>Define Account Types |
| Define Payment Plan Rules | X | | Follow the menu path: Administration>Payment>Define Payment Plan Rules |
| Define Payment Allocation Rules | X | | Follow the menu path: Administration>Payment>Define Payment Allocation Rules |
| Overpayment Processing Settings | X | | Follow the menu path: Administration>Payment>Overpayment Processing Settings |
| Add or modify an Outside Collection Agency setup | X | | Follow the menu path: Administration>Forwarding>Define Outside Collection Agencies |

| | | | |
|---------------------------------------|----------|--|---|
| Modify auto-forward settings | X | | Follow the menu path: Administration>Forwarding>Define Auto Forwarding |
| Update department contact information | X | | Follow the menu path: Administration>Organization Setup and click on Contact or Mailing on the left. |
| Modify object labels | X | | Follow the menu path: Administration>Organization Setup and click on Labels on the left. |
| Modify reference number labels | X | | Follow the menu path: Administration>Organization Setup and click on Reference Numbers. |
| Modify User Security system settings | X | | Follow the menu path: Administration>Organization Setup and click on User Security. |
| Define or modify Note filters | X | | Follow the menu path: Administration>Other>Define Note Views |
| Define Restricted fields | X | | Follow the menu path: Administration>Other>Define Restricted Fields |
| Define Search fields/results | X | | Follow the menu path: Administration>Other>Define Searches |
| Define Debtor Matching Rules | X | | Follow the menu path: Administration>Debtor>Define Matching Rules |

(END OF SCHEDULE B)

Schedule C: Support Addendum

This Schedule C – Support Addendum (the “Support Addendum”) details the Support Services for the RevQ Software. This Support Addendum incorporates the provisions set forth in the Software Subscription Agreement for RevQ Products and Services (the “Agreement”) and unless explicitly defined in this Support Addendum, all capitalized terms shall have the same meaning set forth therein. In the event that any provisions in this Support Addendum conflict with any provisions of the Agreement, or any other document, the provisions of this Support Addendum shall prevail solely with respect to the Support Services offering described herein.

1. Definitions.

“Defect” means a Reproducible error or malfunction with the Software causing the Software to not function in accordance with the Documentation

“Documentation” means any descriptions, instructions or other materials provided by Avenu describing the specifications, operation, functionality and/or features of the Software.

“Reproducible” means that the issue that causes the Defect can be re-created or reproduced by Avenu with an unaltered version of the Software, indicating that the issue is caused by a bug or other issue inherent to the Software rather than caused by the specific Client environment or use.

“Software” means the RevQ software including any ancillary data files, modules, libraries, and copies of any of the foregoing or portions thereof.

2. Support Services.

During the Subscription Term, and subject to satisfactory payment of the Subscription Fees, Avenu shall provide support services for the Software as described herein (the “Support”).

- a. **Helpdesk Support.** Helpdesk Support is described in Section 3 titled “Helpdesk Services”.
- b. **Updates.** Support includes those updates, enhancements, improvements to the Software that Avenu makes generally available to its customers from time to time (“Updates”) at no additional cost. Updates may include bug fixes, patches, and/or improvements to existing Software functionality.
- c. **Exceptions.** Avenu shall not be required to provide Support for Defects occasioned by (i) Client’s neglect or misuse of the Software; (ii) Client’s unauthorized modifications or customizations to the Software, including modifications made by anyone other than Avenu or a person acting at Avenu’s direction; or (iii) Client’s failure to implement prior mandatory Software corrections or bug fixes.

3. Helpdesk Services:

- a. **General:** As part of Support, Avenu will provide Client with Helpdesk Services to address (i) general user questions pertaining to Software features and functionality; and (ii) Defects (collectively “Helpdesk Tickets”).
- b. **Intake Process:** Helpdesk Tickets must be submitted to Avenu through either the Customer Support Portal (<https://avenuinsights.service-now.com/csm>) or by telephone at 1-888-504-1196.
 - i. Avenu support agents will triage Helpdesk Tickets queue between the hours of 8:00 am to 6:00 pm Eastern Standard Time (EST) Monday to Friday, excluding observed statutory holidays (the “Support Hours”). During the initial intake and review process, Avenu’s support team will determine if the Helpdesk Ticket is a Defect or general user question covered under the scope of Support and if necessary, update the severity level of the Helpdesk Ticket based on the severity level definitions specified in *Table 1: Severity Level Definitions*. In the event Avenu’s support team determines a Helpdesk Ticket is not a general user question or a Defect, and therefore not covered under Support,

Avenu will seek approval from the Client prior to proceeding with any further remediation activities. If the Client approves proceeding with troubleshooting a reported issue that is not related to a Defect, Client understands and agrees that Avenu's time and efforts will be billed separately, on a labor hour basis, using Avenu's then current professional services rates. Further, Client understands that any response and resolution times set forth herein are solely applicable to Defects.

4. Response Times.

Upon Avenu's determination that a submitted Helpdesk Ticket meets the criteria for a Defect and covered by Support (as assessed during the intake process), Avenu will use commercially reasonable efforts to resolve/address the Helpdesk Ticket(s) in accordance with the timeframes set forth in *Table 2: Response and Resolution Times*. Avenu resources will be assigned to the most critical problems first

Table 1: Severity Level Definitions:

| Severity Level | Definition |
|--------------------------|---|
| Severity 1 (Critical) | Reported Defect critically impacts business operations as a result of a complete loss of service. The Client cannot make operational use of the Software and work cannot reasonably continue. |
| Severity 2 (High) | Reported Defect has an adverse impact to business operations as a result of a significant loss, disruption or degradation of services. The Client cannot make operational use of one or more critical functions of the Software |
| Severity 3 (Medium) | Reported Defect has limited impact to business operations and use/operation of the Software. The Client is in full working mode with minor impediments or loss of service. or where the problem occurs infrequently and/or affects a limited number of users. |
| Severity 4 (Low) | General User questions regarding Software features and functionality. |

Table 2: Response and Resolution Times

| Helpdesk Ticket Severity Level | Action Model | Initial Response Time | Resolution Time |
|--------------------------------|--|--|--|
| Severity 1 (Critical) | Immediate Action until resolved or reassigned to a lower severity. Frequent contact with the Client. Progress review by Support team and senior leadership | During Support Hours within 2 business hours of intake | During Support Hours within 24 hours of intake |
| Severity 2 (High) | Priority focus from the support team. Frequent contact with the Client. Progress review by support management | During Support Hours within 8 business hours of intake | During Support Hours within 2 weeks of intake |
| Severity 3 (Medium) | Resolution coordination within the support team. Status monitored internally. Address within acceptable timeframe | During Support Hours within 8 business hours of intake | During Support Hours within 2 months of intake |
| Severity 4 (Low) | Status monitored internally. | Respond within 8 business hours of intake | N/A |

5. Assumptions

- Support will be performed remotely
- The following services are explicitly excluded from the scope of Support:

- i. Support for Software issues that are not Reproducible or that otherwise fail to meet the criteria of a Defect
 - ii. Updates third party products
 - iii. On-Site Support
 - iv. Data Extraction Services
 - v. Implementation, configuration, integration, or other custom software development services.
- c. Support specifically excludes, and Avenu expressly disclaims any responsibility for, performance issues, or failures arising from Client Systems.
- d. Avenu does not guarantee a specific resolution of any or all reported Defects and proposed resolutions may consist of a fix, temporary workaround, or other responses.
- e. Client agrees to provide network access, computer time, information, personnel, and other resources as may be necessary for Avenu to provide the Support described herein.
- f. Subject to the changes provision and upon Client's written request, Avenu may agree to provide out of scope services on a time and materials basis, subject to Client agreeing to pay Avenu's then current fees and charges, including, as applicable, travel and other expenses.
- g. Updates do not include product extensions to different hardware platforms, different operating system platforms, or different database platforms.
- h. Availability of and access to Updates shall not be construed to entitle Client to new options or features that are sold separately and that are not direct additions to the Software which has been licensed to the Client in accordance with the Agreement.

(END OF SCHEDULE C)

Schedule D: Self-Dealing Transaction Form**Self-Dealing Transaction Disclosure Form**

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).








| | | | |
|--|--|--------------|--|
| (1) Company Board Member Information: | | | |
| Name: | | Date: | |
| Job Title: | | | |
| (2) Company/Agency Name and Address: | | | |
| | | | |
| (3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to) | | | |
| | | | |
| (4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a) | | | |
| | | | |
| (5) Authorized Signature | | | |
| Signature: | | Date: | |

Transaction ID
9dh1jo2wfyC7cengybxbhxnjpld5e5m0vykq30lliaz060e2uq

Transaction Status
COMPLETE - 6/16/2025

File Name
CA-Fresno County RevQ Subscription Agreement CON7166_CLEAN_v20250616.pdf

File Hash
ed995e3f83d62d087f0009d134d8297e37b70f7bd172c580abb13c1f59e4012

| | | | | |
|---|--|----------|-----------------|------------------------|
| Full Audit Trail | | | | |
| ACTIONS | | | | |
|  | Transaction was created by Stacy Zeiensky <stacy.zeiensky@avenunsignts.com>. | LANGUAGE | IP ADDRESS | DATE |
|  | Transaction was sent by Stacy Zeiensky <stacy.zeiensky@avenunsignts.com>. | | 155.226.129.251 | 6/16/2025 18:35:36 CDT |
|  | Invitation email sent to Paul Colangelo <paul.colangelo@avenunsignts.com>. | | 173.72.248.118 | 6/16/2025 18:36:37 CDT |
|  | Transaction was viewed by Paul Colangelo <paul.colangelo@avenunsignts.com>. | English | 96.241.219.132 | 6/16/2025 19:17:21 CDT |
|  | Electronic Record and Signature Disclosure was accepted by Paul Colangelo <paul.colangelo@avenunsignts.com>. | | 96.241.219.132 | 6/16/2025 19:17:23 CDT |
|  | Transaction was viewed by Paul Colangelo <paul.colangelo@avenunsignts.com>. | English | 13.67.181.78 | 6/16/2025 19:17:32 CDT |
|  | Transaction was signed by Paul Colangelo <paul.colangelo@avenunsignts.com>. | | 96.241.219.132 | 6/16/2025 19:17:39 CDT |