

October 22, 2025

Dallas Center-Grimes CSD

2405 W 1st Street

Grimes, Iowa 50111

Attention: Scott Blum

Re: *Agreement with Timberline Billing Service, LLC*

Ladies and Gentlemen:

Reference is made to that certain Agreement of Service dated as of 4/28/2025 and any currently active business associate agreement (collectively, the “Agreement”), by and between Dallas Center-Grimes CSD (“Customer” or “you”) and Timberline Billing Service, LLC, an Iowa limited liability company (the “Company”).

The Company hereby notifies you that it intends to assign all rights and obligations under the Agreement (the “Assignment”) to RelayHub, LLC, a Delaware limited liability company (“Relay”), all in connection with the sale of certain assets used in connection with the Company’s business to Relay (the “Transaction”).

Relay is committed to maintaining the excellent solutions and service quality you have come to expect from the Company. Relay is excited about our ongoing partnership with you and, after completion of the Transaction, we look forward to exploring ways to improve our current partnership and exceed your expectations.

Pursuant to the terms and conditions of the Agreement, the consummation of the Assignment may require your prior written consent. As result, we hereby respectfully request that you consent to the Assignment. By executing this letter, Customer hereby: (i) irrevocably consents to the Assignment; (ii) acknowledges and agrees that following such assignment under clause (i), (x) Relay will be solely responsible for the future obligations and performance of the Company under the Agreement, and (y) the Company will remain solely responsible for all pre-assignment or pre-closing obligations and liabilities under the Agreement; (iii) agrees that the consummation of the Assignment will not constitute a breach of any provision of the Agreement; (iv) waives any prior notice requirement and any right of termination, default, breach or right to alter any of the terms of the Agreement that may be triggered by or result from the Assignment; (v) no default on the part of the Company exists under the Agreement; and (vi) agrees and acknowledges that the Agreement will remain in full force and effect following the Assignment. Notwithstanding the foregoing, the Assignment shall be effective as of the closing of the Transaction. If the Transaction does not close for any reason, this letter and the Assignment will be void and of no further force or effect.

Please indicate your consent to the foregoing by countersigning and returning this letter to me by e-mail Dann.Stevens@timberlinebilling.com at your earliest convenience, but no later than October 30, 2025. Upon execution of this letter, this letter agreement will become a binding agreement of the parties. This letter agreement may be executed in multiple counterparts (including via facsimile or electronic mail), each of which shall constitute one and the same instrument.

Thank you in advance for your cooperation with this matter. If you have any questions or require any further information, please do not hesitate to contact me. Thank you.

Best regards,

Timberline Billing Service, LLC

By: _____

Name: Dann Stevens

Title: Managing Member

ACCEPTED AND AGREED:

Dallas Center-Grimes CSD

By: _____

Name: _____

Title: _____

Date: _____