

Quote Date: August 13, 2026

Order Form

“Neumo”:

Neumo Group, LLC

A Neumo Records, LLC subsidiary,

A Delaware limited liability company

With its principal place of business

5885 Trinity Parkway Suite 120

Centreville, VA 20120

“Customer”:

The Board of County Commissioners of Teller County, Colorado

112 N. “A” Street

Cripple Creek, CO 80813

Collectively, the “Parties”.



Products & Services (the “Services”) and Pricing Summary:

Implementation Services	QTY	Price
Tax & License Administration: Short-Term Rental Product Code: ADM-0028	1	\$13,000.00

Subscription Services	Year 1 Price
Tax & License Administration: Short-Term Rental Product Code: ADM-0028	\$61,600.00

Pricing Beyond First Year: For each Contract Year following the 1st year of the Term, the annual Subscription Fees shall be subject to an annual automatic increase on the first day of each such Contract Year by 7% over the immediately preceding year’s pricing, applied on a compounding basis as illustrated in the table above.



Order Form General Terms

GENERAL INFORMATION	
Expiration of Offer:	The pricing set forth in this “Order Form” shall remain valid for ninety days from the Quote Date. If Customer has not accepted this Order Form by such date, the Order Form shall automatically expire and be of no further force or effect, unless ratified by Neumo, as evidenced by signature on a date after the Customer signature.
Entire “Agreement”	This Order Form is subject to the terms and conditions of the Master Services Agreement (the “Master Services Agreement”) attached hereto and hereby incorporated and any attached and hereby incorporated Statements of Work (“SOW”). This Order Form, the Master Services Agreement and any attached SOW form the entire “Agreement” between the Parties. In the event of any conflict or inconsistency among the documents comprising the Agreement between the Parties with respect to this Order Form, the following order of precedence shall apply (from highest to lowest): (i) the Order Form; (ii) any Statement of Work attached to this Order Form; and (iii) the Master Services Agreement. The document higher in the order shall govern to the extent of the conflict.
CONTRACT TERM	
Term of the Contract:	The initial term of this Agreement (the “ Initial Term ”) shall commence on the date of the last signature of the Parties (the “Effective Date”). The Initial Term shall continue for a period of one (1) year from the Effective Date, unless earlier terminated in accordance with this Agreement, unless renewed in accordance with this Agreement. The Initial Term and any renewal term(s) are collectively referred to as the “ Term. ”
Renewal:	Following the initial Term, the Agreement will automatically renew for additional 12-month periods unless earlier terminated pursuant to the Agreement’s express provisions or either Party gives the other Party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current Term.
PAYMENT TERMS	
Fees:	Customer shall pay the Fees for the Services during the Term at the rates indicated on the Pricing Summary page (the “ Fees ”); all Fees are non-refundable once paid.
Invoicing and Payment Terms:	Implementation Fees. Fees for implementation, development, configuration, and other one-time Professional Services shall be invoiced upon execution of this Order Form. Subscription, Maintenance and Support Fees. Annual subscription and maintenance fees shall be invoiced upon the Effective Date and payable annually thereafter upon each anniversary of the Effective Date prior to the commencement of the applicable subscription or maintenance period. Annual subscription and maintenance fee invoicing is not contingent on go-live, system deployment, implementation completion, or customer readiness. All invoices are due and payable within thirty (30) days of the invoice date, in U.S. dollars, without set-off or deduction, subject to any prompt-payment laws applicable to Customer. In the event of a conflict between these payment terms and applicable law, the payment terms shall be deemed modified as necessary to comply with such laws.



Annual Fee Increase:	Unless otherwise indicated in Pricing Summary above (e.g. Fees being provided by year of the Term), on each annual anniversary of the Effective Date of the Agreement, the Fees will be increased by up to 7% based on the prior year's Fees.
Late Payments:	Any undisputed amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid.
Collection Costs; Suspension of Services:	Customer shall reimburse Neumo for all reasonable costs incurred by Neumo in collecting any late payments or interest, including attorney fees, court costs, and collection agency fees; and if such failure continues for thirty (30) days or more from notice by Neumo, Neumo may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.
Reinstatement Fee:	If the Term expires or the Agreement is earlier terminated and Customer and Neumo agree to reinstate the Agreement or enter into a new agreement while Neumo continues to provide the Services, such reinstatement will be subject to a "Reinstatement Fee." The Reinstatement Fee shall be calculated as follows: on the day after the Term ends, a Reinstatement Fee of 5% of the annualized value of the Fees will be applied. An additional 5% of the annual value of the Fees will be applied every month thereafter until the Term is extended and/or the Agreement is formally renewed, until the cumulative Reinstatement Fee reaches 50% of annualized Fees, at which point it will be capped.
Early Termination Fees:	If Customer terminates this Order Form for convenience or otherwise in a manner not expressly permitted pursuant under the Agreement, Customer shall pay Neumo, as liquidated damages and not as a penalty, an amount equal to the Fees that would have been payable for the remainder of the then-current Term. The Parties acknowledge that actual damages would be difficult to determine and agree that such amount is a reasonable pre-estimate of Neumo's damages.

[End of Terms]



ADMINISTRATIVE INFORMATION:

Contract #:	IC-21137
Customer Name:	Teller County
Billing Contact Name:	Ivy Morris
Billing Contact Email:	Morrisi@tellercounty.gov
Billing Contact Phone:	
Neumo Representative:	Logan Zimmerman/Spencer Streeter



Order Form Acceptance

By signing below, by issuing a purchase order or other written confirmation referencing this Order Form, by obtaining the Services through a reseller or purchasing agent, or by accessing or using the Services, Customer and Neumo accept this Order Form.

Customer Signature

 SIGNED WITH PROCLAD 760033561-0037-4031	Deputy County Administrator	8/31/2026
Signature of Authorized Representative	Title	Date

Neumo Signature

 SIGNED WITH PROCLAD 760033561-0037-4031	SVP Legal and Contracts	8/31/2026
Signature of Authorized Neumo Representative	Title	Date

Master Services Agreement

This Master Services Agreement (the “Agreement”) is attached, incorporated into, and agreed upon by the acceptance and signing of the Order Form signed and agreed upon by the Customer, as named in the Order Form, and Neumo.

1. SCOPE

This Agreement establishes the master terms governing Customer’s access to and use of software products, software-as-a-service offerings, on-premise software, hosted or managed services, implementation, configuration, integration, training, maintenance, support, and related professional services (collectively, the “Services”) made available by Neumo, as further specified in each Statement of Work, Order Form, quote, schedule, amendment, addendum, or similar ordering document executed by the Parties under this Agreement (each, an “SOW”). Each SOW is hereby incorporated into and made subject to the terms of this Agreement. In the event of a conflict between this Agreement and an applicable SOW, the terms of the SOW control solely with respect to the Services covered by that SOW, provided that no SOW will supersede or modify this Agreement’s provisions regarding proprietary rights, confidentiality, data protection, disclaimers, indemnification, limitation of liability, payment obligations, audit rights, compliance, or dispute resolution unless the SOW expressly identifies the specific provision being modified and states that the modification applies notwithstanding this Agreement.

2. TERM AND TERMINATION

2.1 Term

The term of this Agreement shall begin upon full execution (“Effective Date”) and shall continue for so long as any SOW remains in effect, unless earlier terminated in accordance with this Agreement. Each SOW shall have the initial subscription, license, services, or project term set forth in that SOW (the “Initial Term”). Unless otherwise set forth in the applicable SOW, following the Initial Term, each subscription or license SOW will automatically renew for successive one (1) year periods (each a “Renewal Term”), unless either Party provides written notice of its intent not to renew at least sixty (60) days prior to the end of the then-current annual Term. “Term” refers to the Initial Term and any Renewal Terms applicable to this Agreement or an SOW, as the context requires. All terms and conditions of this Agreement shall remain in effect during any Renewal Term, unless modified by written agreement of the Parties.

2.2 Termination for Breach

If either Party materially breaches this Agreement or any SOW executed hereunder, the non-breaching Party may initiate termination of this Agreement by providing the breaching Party with a written notice describing the breach and reasonably required remedy (“Default Notice”). Upon receipt of a Default Notice the breaching Party will have a period of sixty (60) calendar days (or another timeframe that may be mutually agreed to by the Parties) to cure the breach, provided that Customer’s failure to pay undisputed Fees when due shall have a cure period of ten (10) business days after Neumo provides written notice; if the breaching Party fails to reasonably remedy the breach within the established cure period, the non-breaching Party may, upon written notice to the defaulting Party, terminate this Agreement or the affected SOW(s) for default.



2.3 Termination for Loss of Funding

Customer may terminate this Agreement or any affected SOW upon at least sixty (60) days advance written notice to Neumo prior to the end of the current term, if Customer has failed to receive funds necessary for the continued procurement of the Services specified in the applicable SOW, provided that Customer has made every reasonable effort to secure the necessary funding. Financial obligations of Teller County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

2.4 Effect of Termination

Notwithstanding non-renewal or termination of this Agreement or any SOW, Customer shall remain obligated to pay all Fees due to Neumo for Services rendered, transactions processed, revenue collected, recoveries achieved, milestones completed, and reimbursable Expenses incurred through the effective date of termination, in accordance with the fee and payment schedule set forth in the applicable SOW. Termination of this Agreement or any SOW 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. Unless this Agreement is terminated in its entirety, termination of one SOW will not terminate any other SOW. Upon termination of this Agreement or any SOW, Customer agrees to discontinue use of all Services and other Neumo-owned materials provided under the terminated Agreement or SOW, no later than the effective date of termination, or such other date as the Parties may mutually agree in writing, and return or destroy, as appropriate and as directed by Neumo, the Services and other Neumo-owned materials within thirty (30) calendar days after termination. Upon termination or expiration of any cloud-based Services, Neumo may disable Customer's access to the applicable production environment after the effective date of termination or expiration, subject to any transition assistance expressly stated in the applicable SOW.

3. SERVICES

3.1 Licensed Services

During the Term of each applicable SOW, and subject to Customer's payment of all applicable Fees and compliance with this Agreement and the applicable SOW, Neumo hereby grants Customer a limited, non-exclusive, non-transferable, revocable license to access and use the Services specified in each applicable SOW, solely within the United States and solely for Customer's internal government business purposes. For cloud-based Services, the license permits access to and use of the hosted Services during the applicable subscription term. For on-premise software, the license permits installation and use of object-code software during the applicable license term, subject to any user, site, environment, processor, transaction, volume, agency, or other usage limitations stated in the applicable SOW. The scope, deployment model, configuration, permitted users, usage metrics, and any additional terms governing Customer's use of the Services shall be set forth in the relevant SOW. Except as expressly provided in this Agreement or an applicable SOW, no sublicensing of access or use of the Services is permitted.



3.2 Services

During the Term of each applicable SOW, and subject to Customer's payment of all applicable Fees, Neumo shall provide the Services specified in the relevant SOW in association with Customer's use of the Services licensed thereunder.

3.3 Restrictions

Customer shall not (and shall not permit any third party to) do any of the following with respect to any Services provided under this Agreement or any SOW: (i) use the Services to develop a similar or competing product or service; (ii) reverse engineer, decompile, disassemble, modify, or otherwise seek to obtain the source code or non-public Application Programming Interfaces ("APIs") of the Services, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Neumo); (iii) copy, modify, translate, adapt or create any derivative work of the Services; (iv) remove or obscure any proprietary or other notices contained in the Services; (v) publicly disseminate performance information regarding the Services; (vi) use the Services to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or engage in any other malicious act; (vii) disrupt the security, integrity or operation of the Services or any related systems or networks; (viii) use Neumo Technology except as permitted under this Agreement or an applicable SOW, including removing or modifying any copyright or other proprietary rights notices; (ix) use the Services to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (x) permit direct or indirect access to or use of the Services in a manner that circumvents any contractual usage limit; (xi) access or use the Services to benchmark or compare the Services against a competitive product or service without Neumo's prior written consent; or (xii) use the Services, Neumo Technology, or Neumo Confidential Information to train, fine-tune, develop, improve, or validate any artificial intelligence, machine learning, large language model, foundation model, or similar technology. These restrictions apply across all SOWs executed under this Agreement.

3.4 High Risk Use

The Services are not designed or intended for use in any situation where failure or fault could lead to death or serious bodily injury of any person or to severe physical or environmental damage ("High Risk Use"). Customer is not licensed to use the Services provided under any SOW in, or in conjunction with, High Risk Use.

3.5 Hosting; Security.

For cloud-based Services, Neumo may provide the Services using its own systems or third-party hosting providers, infrastructure providers, subcontractors, and service providers. Neumo will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data processed by Neumo against unauthorized access, use, or disclosure. Customer acknowledges that security safeguards vary by product, deployment model, hosting environment, and SOW, and any product-specific security commitments, service levels, disaster recovery commitments, or support commitments must be expressly stated in the applicable SOW or a written exhibit signed by the Parties. Customer remains responsible for security of Customer-controlled systems, networks, devices, credentials, configurations, integrations, and on-premise environments.



3.6 Implementation; Acceptance.

If an SOW includes implementation, configuration, conversion, integration, migration, training, or other professional services, Neumo will perform those services in material accordance with the applicable SOW. Unless the applicable SOW expressly states objective acceptance criteria and a testing period, all deliverables and Services will be deemed accepted upon delivery, availability for use, or completion, as applicable. If objective acceptance criteria are stated in the SOW, Customer must provide written notice of any material nonconformity within the acceptance period stated in the SOW, or, if no period is stated, within ten (10) business days after delivery or availability for testing. Customer's notice must identify the specific nonconformity in reasonable detail. Neumo will use commercially reasonable efforts to correct confirmed material nonconformities, and the corrected deliverable or Service will be resubmitted for acceptance. Deliverables and Services will be deemed accepted if Customer uses them in production, fails to provide a timely rejection notice, or rejects them for reasons not based on the applicable acceptance criteria. Delays caused by Customer, including delays in providing data, access, personnel, decisions, approvals, testing, or third-party cooperation, will extend Neumo's performance deadlines and may result in additional Fees.

4. FEES AND PAYMENTS

4.1 Fees

The Fees applicable to each SOW shall be set forth in the relevant SOW and may include subscription fees, license fees, usage-based fees, transaction fees, implementation fees, professional services fees, contingency fees, revenue share amounts, collection-based fees, support and maintenance fees, hosting fees, minimum commitments, pass-through costs, or other charges specified in the SOW. Unless otherwise specified in the applicable SOW, Fees will be invoiced upfront on an annual basis throughout the Term of that SOW. Fees for each Renewal Term are subject to a 7% annual escalation unless a different escalation rate is specified in the applicable SOW. Except as expressly stated in the applicable SOW, all payment obligations are non-cancelable and Fees paid are non-refundable.

4.2 Expenses

Unless otherwise specified in the applicable SOW, Customer shall reimburse Neumo for reasonable travel, lodging, meal, and other expenses incurred by Neumo in connection with the delivery of Services under such SOW ("Expenses"). The scope and any limitations on reimbursable Expenses shall be set forth in the applicable SOW.

4.3 Taxes

"Taxes" means any sales, use, import/export, value add taxes, or other tax, tariff or similar governmental or regulatory fees related to this Agreement, any SOW executed hereunder, or any of the Services provided thereunder (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 Neumo's net income. If Customer is by law exempt from any Taxes otherwise applicable under this Agreement, such Taxes will not be included in invoices submitted to the Customer, provided that Customer supplies Neumo with valid exemption documentation prior to invoicing. If Neumo is required to pay taxes by determination of a proper taxing authority having jurisdiction over the Services provided under this Agreement or any SOW executed hereunder, Customer agrees to reimburse Neumo for payment of those taxes.



4.4 Payment Terms

All Fees, Expenses, and Taxes shall be invoiced and paid in U.S. Dollars by ACH, or other payment method specified in the applicable SOW or accepted by Neumo. Neumo shall invoice Customer for the Fees in accordance with the frequency and payment terms set forth in the applicable SOW. Neumo shall invoice Customer for all applicable Expenses and applicable Taxes following the month in which they are incurred. Unless disputed in accordance with Section 4.5, Customer shall pay all Fees, Expenses, and Taxes within thirty (30) days of the applicable invoice date. Customer may issue purchase orders for its own internal administrative purposes, but no terms or conditions contained in, attached to, referenced by, or otherwise incorporated into any purchase order, vendor portal, invoice processing document, or similar Customer document will be of any force or effect or amend, modify, supersede, or supplement this Agreement or any SOW unless expressly agreed in a written amendment signed by authorized representatives of both Parties. If Customer intends for any purchase order terms or conditions to apply, Customer must submit those terms and conditions to Neumo before signature of this Agreement or the applicable SOW for Neumo's review and express written agreement. Customer shall provide complete and accurate billing, tax exemption, purchase order, vendor registration, and payment processing information reasonably required for Neumo to invoice and receive payment, and Customer's internal procurement or payment processes will not extend any payment deadline unless expressly agreed in writing by Neumo.

4.5 Invoice Disputes

If Customer disputes any portion of an invoice issued under this Agreement or any SOW, Customer shall submit written notice to Neumo identifying the disputed amount and providing to Neumo, as applicable, documentation supporting the alleged billing error (each such notice, a "Fee Dispute Notice"). A Fee Dispute Notice must be submitted to Neumo within twenty (20) days from the date the invoice at issue is received by the Customer. Customer waives the right to dispute any Fees not disputed within such twenty (20) day period. The Parties shall negotiate in good faith to attempt to resolve any such Fee disputes within thirty (30) days of Neumo's receipt of the applicable Fee Dispute Notice.

4.6 Non-Payment

If Customer fails to timely remit payments in accordance with the payment terms of this Agreement or any applicable SOW, then Customer shall also be liable for any additional expenses Neumo incurs in pursuing such payment (including but not limited to reasonable attorneys' fees and accrued interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law). Failure to make timely payment of undisputed Fees shall be a material breach of this Agreement, and upon reasonable written notice to Customer, Neumo may suspend the delivery of Services under any or all affected SOWs until all outstanding undisputed amounts are paid in full. Neumo may condition future renewals, additional SOWs, or continued extension of credit on modified payment terms, prepayment, shorter billing cycles, or other credit protections if Customer has failed to timely pay undisputed amounts.

4.7 Suspension of Services.

In addition to its other rights and remedies, Neumo may suspend performance of Services under any affected SOW upon written notice if Customer fails to timely pay undisputed Fees, materially breaches this Agreement



or any SOW, fails to provide required access, data, approvals, or cooperation, or if Neumo reasonably determines that continued performance may violate applicable law, create a security risk, impair Neumo's systems or services, or expose Neumo to material legal, financial, or operational risk. Neumo will use commercially reasonable efforts to limit any suspension to the affected Services. Customer shall remain responsible for all Fees incurred before and during any suspension, and any performance dates, milestones, or service levels shall be equitably extended.

4.8 Fee Calculation; Records.

For any SOW using transaction-based, contingency, revenue share, collection-based, usage-based, or similar pricing, Customer shall provide Neumo with timely access to all information reasonably necessary to calculate Fees, validate transactions, reconcile receipts, determine recoveries, allocate revenue, and substantiate amounts payable to Neumo. Customer shall not take or omit to take any action for the purpose or effect of avoiding, reducing, delaying, or circumventing Fees earned or payable to Neumo. Neumo may rely on Customer Data, system records, transaction records, remittance files, payment processor records, governmental records, and other available information in calculating Fees, and Customer shall reasonably cooperate with Neumo to reconcile any discrepancies.

5. CUSTOMER RESPONSIBILITIES

5.1 Customer is responsible for: (i) providing a high speed internet connection of sufficient bandwidth for successful performance of cloud-based Services; (ii) purchasing, installing, maintaining, securing, and managing all necessary Customer-controlled hardware, systems, networks, environments, databases, browsers, operating systems, integrations, and anti-virus protection software required for access to or use of the Services, including any on-premise deployment; (iii) maintaining confidentiality of all administrator and user logon credentials, passwords and account information; (iv) verifying the accuracy, quality, integrity and legality of Customer Data and of the means by which Customer acquired it; (v) determining if the Services are sufficient for its purposes; (vi) ensuring that its use of the Services under this Agreement and any applicable SOW complies with all applicable laws and regulations; and (vii) obtaining and maintaining all Customer systems, third-party services, consents, approvals, and data rights necessary for Neumo to perform the Services.

5.2 Customer agrees to use commercially reasonable efforts to prevent unauthorized access to the Services and shall notify Neumo immediately (and in writing) of any such unauthorized access or use. If there is unauthorized use by anyone who obtained access to the Services through Customer, Customer will take all steps reasonably necessary to terminate the unauthorized use and shall cooperate with Neumo in any actions taken to prevent or terminate such unauthorized use.

5.3 For on-premise deployments and Customer-controlled environments, Customer is responsible for backing up all data contained in the Services on a regular basis in accordance with standard industry back-up procedures. For cloud-based Services hosted by Neumo or its hosting providers, Neumo will maintain backup procedures materially consistent with its then-current standard practices for the applicable Services. Under no circumstances will Neumo be responsible for the loss of Customer Data or licensed Services except to the extent caused by Neumo's failure to follow



its expressly stated backup obligations for cloud-based Services. “Customer Data” means any data or other information which is provided to Neumo by Customer (directly or indirectly) in connection with the Services provided under this Agreement or any applicable SOW, including data collected/stored within the Services.

5.4 Customer Cooperation. Customer shall provide timely cooperation, access, information, decisions, approvals, data, personnel, facilities, systems, credentials, and third-party cooperation reasonably required for Neumo to perform the Services. Neumo will not be responsible for delay, nonperformance, or additional costs to the extent caused by Customer's failure to provide required cooperation or by inaccurate, incomplete, or untimely Customer Data, instructions, approvals, or dependencies. Any project schedule, milestone, service level, or delivery commitment will be equitably extended to account for Customer-caused delays, and Neumo may charge additional Fees for resulting additional work or idle time at the rates stated in the applicable SOW or, if no rates are stated, at Neumo's then-current rates.

6. PROPRIETARY RIGHTS

6.1 Neumo Technology

Neumo retains sole and exclusive ownership of all rights (including but not limited to intellectual property rights), title and interest in and to the Services and any modifications thereto, together with any related information, software, source code, object code, APIs, documentation, configurations, templates, workflows, know-how, processes, methods, analytics, interfaces, connectors, tools, developments, updates, improvements, derivative works, and deliverables Neumo provides to Customer under this Agreement or any SOW (collectively, “Neumo Technology”). Customer is not authorized to use (and shall not permit any third party to use) Neumo Technology or any portion thereof except as expressly authorized by this Agreement or an applicable SOW. Subject to Customer’s payment of all Fees due under this Agreement and any applicable SOW, Neumo grants to Customer a limited, non-exclusive, royalty-free, non-sublicensable, non-transferable license (except as specifically permitted in this Agreement or any SOW), to use those elements of Neumo Technology embodied in any Services deliverables, if any, in Customer’s ordinary course of business, solely as so embodied and only during the applicable SOW term. The Services rendered by Neumo under this Agreement or any SOW shall not be considered a “work for hire” under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Neumo Technology shall vest solely in Neumo. The provisions of this section shall survive termination of this Agreement and any SOW executed hereunder.

6.2 Customer Data

All rights, title and interest in and to Customer Data are, and shall remain, the property of Customer and all intellectual property rights in Customer Data are and will remain the property of Customer. Subject to the confidentiality obligations set forth herein, Customer hereby grants to Neumo a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, host, copy, transmit, display, process, reproduce, modify, create derivative works of, and otherwise exploit Customer Data throughout the Term of this Agreement and any applicable SOW (and after termination to the extent necessary for Neumo to fulfill any post-termination obligations to Customer), to provide, secure, support, maintain, operate, monitor, analyze, and improve the Services and Neumo’s products and services. Neumo may use aggregated or de-identified data derived from



Customer Data or Customer's use of the Services for analytics, benchmarking, product improvement, security, operational, and business purposes, provided such data does not identify Customer or any individual. For avoidance of doubt, Customer Data shall be deemed "Confidential Information" and shall be protected in accordance with the confidentiality provisions of this Agreement.

6.3 Third Party Items

Any hardware and third-party software components provided by Neumo in connection with the Services shall be identified in the applicable SOW. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions of the software licenses provided by those third-party software vendors. Customer understands and agrees that acceptance and use of this third-party hardware and software will be deemed acceptance of the terms and conditions of the licenses provided by the respective hardware and software vendors. Customer further agrees to use the third-party software in accordance with the terms of those licenses. For "shrink wrap" or "click-wrap" software, Customer authorizes Neumo to accept the terms of each license on behalf of the Customer when the software is installed. Neumo disclaims all warranties of merchantability and fitness for a particular purpose and makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software provided under this Agreement or any SOW.

6.4 Feedback.

If Customer or any of its users provides suggestions, enhancement requests, recommendations, corrections, ideas, or other feedback regarding the Services, Neumo Technology, or Neumo's products or services ("Feedback"), Customer grants Neumo a perpetual, irrevocable, worldwide, sublicensable, transferable, royalty-free license to use and exploit the Feedback for any purpose without restriction, attribution, or compensation. Feedback will not be deemed Customer Confidential Information unless the Parties expressly agree otherwise in writing.

7. CONFIDENTIAL INFORMATION

7.1 Confidentiality

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 or any applicable SOW. Recipient may disclose the Discloser's Confidential Information pursuant to a court order 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. The obligations of this section shall survive termination of this Agreement and any SOW executed hereunder.

7.2 Public Disclosures

Neumo acknowledges that Customer is subject to one or more public record/open door acts which generally provide 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. Accordingly, Customer will not be deemed in breach or be considered in violation of this Agreement or any applicable SOW if Customer needs to disclose Neumo's Confidential Information to respond to a valid request made under such an act. If Customer receives a request under an applicable public records/open door act that requires the disclosure of Neumo's Confidential Information, Customer will notify Neumo of the request and, if Neumo desires to object, shall reasonably assist Neumo in seeking to protect the information from disclosure in a court of competent jurisdiction.

7.3 Residuals

During the performance of Services under this Agreement or any SOW, Neumo personnel will learn to be more efficient through learning new ideas, know-how, methods, techniques, processes and skills ("Residuals"). Neumo 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. Residuals exclude Customer's Confidential Information and Neumo may only use Customer's Confidential Information as set forth in this Agreement or an applicable SOW.

8. WARRANTIES

8.1 Limited Warranty

Neumo warrants that (i) the Services performed under this Agreement and any applicable SOW will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and (ii) that the Services will be free from material errors that would prevent the documented operational features of the Services from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Neumo. Customer's exclusive remedy and Neumo's entire liability for breach of the foregoing warranty is for Neumo to use commercially reasonable efforts to reperform the affected Services or correct the material error, provided that Customer gives Neumo written notice describing the breach within thirty (30) days after Customer discovers, or reasonably should have discovered, the alleged breach. The limited warranty provided in this Section 8.1 shall not cover, and shall be void as to (a) any third party hardware or software provided to or used by Customer in connection with the Services; (b) any Product component on which maintenance has been performed by a third party not authorized in writing by Neumo; (c) any Product component that has been altered or modified by Customer or any third party not authorized in writing by Neumo; (d) any Product component that is damaged due to the acts or omissions of Customer or any third party; (e) any Product component that has been damaged as a result of failure to operate the Services in accordance with documentation or operating instructions provided by Neumo; (f) any Product failure due to force majeure or exposure to unusual physical or electrical stress; or (g) any issue caused by Customer-controlled systems, networks, data, configurations, integrations,



security settings, or on-premise environments. The warranty obligations set forth in this Section 8.1 shall apply across all SOWs executed under this Agreement.

Governmental Authority; Professional Judgment. Customer retains all governmental, regulatory, adjudicatory, enforcement, policy, legal, and discretionary authority associated with its programs, operations, constituents, records, revenues, transactions, and decisions. Neumo does not make governmental, adjudicatory, eligibility, enforcement, tax, legal, or policy decisions on behalf of Customer unless expressly stated in an SOW and permitted by applicable law. Neumo's Services, deliverables, reports, recommendations, analytics, workflows, and other outputs are intended to support Customer's operations and decision-making and do not constitute legal, tax, accounting, financial, or policy advice.

8.2 Disclaimer

THE LIMITED WARRANTIES SET FORTH IN SECTION 8.1 ARE MADE TO CUSTOMER EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. NEUMO 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 AND 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. NEUMO EXPRESSLY DOES NOT WARRANT THAT THE SERVICES OR ANY HARDWARE OR SOFTWARE COMPONENT THEREOF WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. CUSTOMER WAIVES ANY CLAIM THAT ANY OF THESE WARRANTIES OR THE REMEDIES PROVIDED UNDER THIS AGREEMENT OR ANY SOW FAIL OF THE ESSENTIAL PURPOSE FOR WHICH THE WARRANTIES OR REMEDIES ARE PROVIDED. NEUMO AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY TEMPORARY DELAY, OUTAGES, OR INTERRUPTIONS OF THE SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SOW.

9. INDEMNITY

9.1 Intellectual Property Infringement

Neumo shall defend Customer from and against any claim, legal action or proceeding brought or made against the Customer by an unaffiliated third party alleging that the Services, when used as authorized under this Agreement or any applicable SOW, infringes on any copyright, patent, trade secret, or other intellectual property rights of a third party ("Infringement Claim") and shall indemnify and hold harmless Customer from and against any damages and costs awarded against Customer or agreed in settlement by Neumo (including reasonable attorneys' fees) resulting from such Infringement Claim. If an Infringement Claim is made or, in Neumo's opinion, is likely to be made, Neumo may, at its option and expense, procure for Customer the right to continue using the affected Services, modify or replace the affected Services so they are non-infringing, or terminate the affected Services and provide a pro rata refund of prepaid unused Fees for the affected Services. The foregoing indemnification obligation of Neumo shall not apply: (1) if the Services are modified by any party other than Neumo, but solely to the extent the alleged infringement is caused by such modification; (2) if the Services are combined with products or processes not provided by Neumo, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Services; (4) to any action arising as a result of Customer Data, Customer requirements, specifications, instructions, or any third-party deliverables or components contained within or used with the Services; (5) if Customer settles or makes any admissions with respect to a claim without Neumo's prior written consent; or (6) to open-source software or



third-party items. This Section states Neumo's sole liability and Customer's exclusive remedy for any Infringement Claim.

9.2 Mutual Indemnity

To the extent allowable by applicable law, each Party shall indemnify and hold harmless the other Party (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any tangible personal property occurring in connection with or in any way incident to or arising under this Agreement or any SOW executed hereunder, resulting in whole or in part from the negligent acts or omissions of the indemnifying Party. To the extent allowable by applicable law, Customer shall defend, indemnify, and hold harmless Neumo from and against any third-party claim arising from Customer Data, Customer's use of the Services in violation of this Agreement or applicable law, Customer-controlled systems or environments, or Customer's failure to obtain required rights, consents, approvals, or authorizations for Neumo to process Customer Data or perform the Services.

9.3 Conditions of Indemnity

To the extent allowable by applicable law, each Party agrees, as conditions to the indemnity obligations set forth herein, that the indemnified Party will (i) notify the indemnifying Party promptly in writing of any third party claim for which indemnification may be sought (provided that failure to give such notice may excuse the indemnifying Party's obligations only to the extent such failure resulted in actual prejudice to the indemnifying Party); (ii) give the indemnifying Party sole control over the defense and settlement of the claim (provided that the indemnifying Party will not settle any claim that imposes any monetary or injunctive obligation upon the indemnified Party without the indemnified Party's prior written approval, not to be unreasonably withheld); and (iii) provide the indemnifying Party with reasonable cooperation, at the indemnifying Party's expense, in connection with the defense and settlement of the claim.

10. LIMITATION OF LIABILITY

10.1 Consequential Damages Waiver

NEITHER PARTY SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY SOW EXECUTED HEREUNDER FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS CAUSED BY THE INTERRUPTION, TERMINATION OR DELAYED OPERATION OF THE INTERNET, THIRD-PARTY TELECOMMUNICATION SERVICES OR THIRD-PARTY SECURITY FEATURES OR SYSTEMS, EXCEPT AS REQUIRED BY LAW. EXCEPT FOR (i) CLAIMS ARISING FROM CUSTOMER'S VIOLATION OF NEUMO'S INTELLECTUAL PROPERTY RIGHTS IN NEUMO TECHNOLOGY, (ii) CUSTOMER'S PAYMENT OBLIGATIONS, OR (iii) CUSTOMER'S BREACH OF THE USE RESTRICTIONS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY IN ADVANCE.

10.2 Liability Cap

EXCEPT FOR (i) CLAIMS ARISING FROM CUSTOMER'S VIOLATION OF NEUMO'S INTELLECTUAL PROPERTY RIGHTS IN NEUMO TECHNOLOGY, (ii) CUSTOMER'S PAYMENT OBLIGATIONS, OR (iii) CUSTOMER'S BREACH OF THE USE RESTRICTIONS, EACH PARTY'S ENTIRE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO



THIS AGREEMENT OR ANY SOW EXECUTED HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID OR PAYABLE TO NEUMO UNDER THE APPLICABLE SOW DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. FOR THE AVOIDANCE OF DOUBT, THE PRECEDING LIMITATION OF LIABILITY SHALL NOT AFFECT CUSTOMER'S OBLIGATION TO EFFECT PAYMENT OF FEES DUE UNDER THIS AGREEMENT OR ANY APPLICABLE SOW, WHICH SHALL REMAIN IN EFFECT REGARDLESS OF, AND ON TOP OF, THE LIMITATION OF LIABILITY SET FORTH HEREIN.

10.3 Limitations Fair and Reasonable

EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 10 REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS AGREEMENT AND ALL SOWS EXECUTED HEREUNDER, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER THIS AGREEMENT OR ANY SOW.

11. NOTICES

Unless otherwise specified in this Agreement or an applicable SOW, all notices, requests, or consents required to be given in writing under this Agreement or any SOW executed hereunder shall be sufficiently given if sent by first class certified mail, delivered by overnight delivery service (FedEx or UPS), hand delivered by a courier (signature service required), or electronic mail with delivery confirmation enabled. Notices shall be considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service or through electronic mail, provided in each case that delivery in fact is affected. Either Party may change its contact person for notices and/or address for notice by means of notice to the other Party given in accordance with this Section. Notice information for each Party shall be set forth in this Agreement and may be supplemented or updated in any SOW executed hereunder.

For Neumo:

Neumo Group, LLC
Attn: Contracts
5885 Trinity Parkway, Suite 120
Centreville, VA 20120
Email: contracts@neumo.com

For Customer:

As set forth in the SOW

12. INSURANCE

During the Term of this Agreement and throughout the term of any SOW executed hereunder, Neumo agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Neumo will provide evidence of coverage on a standard ACORD form certificate of insurance.



13. ASSIGNMENT

Neumo may utilize subcontractors, affiliates, hosting providers, infrastructure providers, and other service providers to perform its obligations under this Agreement or any SOW executed hereunder, provided that Neumo remains responsible for their performance of Neumo's obligations under this Agreement. In addition, Neumo may, without the consent of Customer, assign or transfer this Agreement and any SOWs executed hereunder to an affiliate or a successor-in-interest in the event of a merger, consolidation, reorganization, sale of equity, sale of assets, change of control, financing transaction, or acquisition of any portion of the business of Neumo provided that (a) the assignee to which this Agreement is assigned or transferred agrees in writing to be bound by the terms and conditions of this Agreement and all applicable SOWs; and (b) Neumo notifies Customer of such assignment within a reasonable period of time after it occurs. In all other circumstances, neither Party shall assign any of its rights under this Agreement or any SOW executed hereunder, or delegate the performance of any of its duties hereunder, without the prior written consent of the other Party.

14. FORCE MAJEURE

Neither Party shall be liable for failure or delay in performance of its obligations under this Agreement or any SOW executed hereunder when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, epidemics, pandemics, acts of governmental agencies, changes in law, cyberattacks or malicious code, internet provider network unavailability/outages, failure or delay of Customer systems or third-party systems, 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 and any affected SOW shall be extended by the duration of any such period; provided, however, that if the delay continues for a period of thirty (30) days or more, either Party may terminate this Agreement, or the affected SOW(s) by written notice to the other.

15. EXPORT CONTROL

Customer shall not export or re-export or allow anyone to access or use the Services outside of the United States without the prior written authorization of Neumo. If approved, Customer must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to ensure that the Services are not exported, directly or indirectly, in violation of applicable laws. These obligations apply across all SOWs executed under this Agreement and shall survive termination of this Agreement or any applicable SOW.

16. RELATIONSHIP OF THE PARTIES

The Parties hereto expressly understand and agree that each Party is an independent contractor in the performance of each and every part of the Agreement and any SOW executed hereunder, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. This Agreement does not create any joint venture, partnership, fiduciary, employment, or agency relationship, and



neither Party may make commitments for or bind the other without prior written consent. Neumo shall not be restricted from providing similar products or services to others.

17. GENERAL

- 17.1 Authority to Execute.** Each Party represents and warrants that it has the requisite power and authority to conduct its business and to execute, deliver and perform the obligations under this Agreement and any SOW executed hereunder. Each Party warrants that the individuals who have signed this Agreement and any applicable SOW on its behalf have the legal power, right, and authority to enter into this Agreement and any applicable SOW and to bind each respective Party.
- 17.2 Injunctive Relief.** The Parties recognize that a remedy at law for a breach of the provisions of this Agreement or any SOW relating to proprietary and confidential information or the unauthorized use of any trademark, copyright, or other intellectual property of Neumo may not be adequate for protection of Neumo, and accordingly Neumo shall have the right to seek injunctive relief to enforce the provisions of this Agreement or any applicable SOW, in addition to any other relief and remedies available.
- 17.3 Waiver.** The failure of either Party at any time to enforce any right or remedy available to it under this Agreement or any SOW executed hereunder with respect to any breach or failure by the other Party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other Party.
- 17.4 Headings.** The headings used in this Agreement and any SOW executed hereunder are for reference only and do not define, limit, or otherwise affect the meaning of any provisions of this Agreement or any SOW.
- 17.5 Severability.** If any of the provisions of this Agreement or any SOW executed hereunder are found to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement or the applicable SOW, but rather the entire Agreement and applicable SOW shall be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of Customer and Neumo shall be construed and enforced accordingly.
- 17.6 Governing Law.** This Agreement and all SOWs executed hereunder shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State in which the Customer is domiciled, without reference to the principles of conflict of laws.
- 17.7 Changes.** A Party may request a modification to this Agreement, any SOW executed hereunder, or the scope of Services by written request to the other Party specifying the requested changes and other pertinent details. Changes shall be mutually agreed upon by the Parties and will become effective via written modification, amendment, or change order to this Agreement or the applicable SOW, executed by authorized contractual representatives of both Parties.
- 17.8 Survival.** Any provision of this Agreement or any SOW executed hereunder that expressly or by implication is intended to survive termination or expiration, regardless of the date, cause, or manner of such termination, and including but not limited to rights of action accruing prior to termination and payment obligations, will survive such termination or expiration and will continue in full force and effect. Without limiting the foregoing, the following provisions shall survive



termination or expiration of this Agreement and any applicable SOW: payment obligations, confidentiality, intellectual property ownership, restrictions on use, warranties and disclaimers, limitation of liability, indemnification, governing law, and any rights of action accruing prior to termination.

17.9 Order of Precedence. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any SOW or other document incorporated by reference hereunder, the terms of the applicable SOW shall control, then the terms of this Agreement shall control, except where the applicable the terms of another document incorporated by reference hereunder expressly identifies and supersedes a specific conflicting provision of this Agreement.

17.10 Cumulative Remedies. Except as expressly stated in this Agreement, all rights and remedies under this Agreement are cumulative and may be exercised concurrently or separately. Customer acknowledges that any actual or threatened breach of the provisions regarding use restrictions, proprietary rights, confidentiality, or unauthorized access to the Services may cause irreparable harm to Neumo for which monetary damages may be inadequate, and Neumo may seek injunctive or equitable relief without posting bond, in addition to any other rights or remedies available under this Agreement, at law, or in equity.

17.11 Marketing. Neumo may identify Customer as a customer and may use Customer's name and logo in customer lists, proposals, presentations, investor materials, earnings materials, marketing materials, and on Neumo's websites, subject to any trademark usage guidelines Customer provides in writing. Neumo will not issue a press release announcing this Agreement without Customer's prior written approval.

17.12 Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement and each SOW. No ambiguity shall be construed against either Party upon a claim that the other Party drafted the ambiguous language.

17.13 Counterparts. This Agreement and any SOW may be signed in separate counterparts, including electronic signatures. Each counterpart is deemed an original, and all counterparts together are deemed one and the same instrument and legally binding on the Parties.

18. ENTIRE AGREEMENT

This Agreement, together with all SOWs executed hereunder and any other documents expressly incorporated by reference, constitutes the entire understanding and agreement between the Parties with regards to the subject matter hereof and supersedes any prior and contemporaneous agreements, representations, negotiations, and understandings, written or oral, relating to such subject matter. Each SOW executed under this Agreement is hereby incorporated into and made a part of this Agreement, and together they form a single integrated agreement between the Parties. The terms and conditions of this Agreement or any SOW shall not be changed or modified except by written agreement signed by authorized representatives of both Parties.



SCHEDULE A

Statement of Work - Implementation of Neumo Short Term Rental & Neumo Tax & License Software

Teller County, Colorado

This Schedule A – Statement of Work for Implementation of Neumo Short Term Rental & Neumo Tax & License Software (“**Schedule A**”) is incorporated into the Agreement between Neumo Group, LLC (“**Neumo**”) and Teller County, Colorado (“**Customer**”). Unless defined otherwise in this Schedule A, all capitalized terms shall have the meanings set forth in the Agreement.

A. NEUMO SHORT TERM RENTAL

Identification & Monitoring

- Data collection:
 - Collect and archive listings from eighty (80) short-term rental websites including Airbnb, HomeAway, FlipKey, and Booking. Additional websites supported on request, at additional cost.
 - Targeted Website Monitoring: collection runs on a regular basis multiple times a month.
 - Obtain prior and forward calendar availability with each collection run.
 - Estimate and archive gross revenue from calendar bookings based on publicly available data.
 - Capture time-stamped listing data in JPG.
- Identification:
 - Associate duplicate listings together into unique properties.
 - Flag listings with a minimum night stay below the STR ordinance threshold, e.g. fewer than thirty-one (31) nights.
 - Provide address, operator information, owner information, and property metadata.
- Reporting:
 - Dashboard statistics grouped by room type, occupancy rate, host name, owner name, STR density heatmap, average nightly rate, and other metadata.

Web Portal

- Access:
 - 24/7 secured, password-protected portal; compatible with desktop, tablet, and mobile browsers.
 - English customer support.
- Search & navigation:
 - Keyword search and interactive map with dynamic filtering.
 - Export abilities of most pages via CSV or PDF.
 - Saved filters and views for ease of system use.
- Reporting & case tracking:
 - Reporting various data points with filtering and grouping.
 - Notes and compliance activity tracked across various categories.
 - Ability to generate a mailout or email of non-compliant STR operators from within the interface.



Complaint Hotline

- 24/7 hotline & online tip form:
 - Fields all resident tips, complaints, and violation reports regarding disruptions at an alleged short-term rental.
 - Violations tracked in the STR database as part of the property's compliance activity.
- Live operator response:
 - Outbound outreach to the designated responsible agent for the STR address, at jurisdictions' option or indication of contact points.
 - Escalation to other enforcement agencies as directed.
- *Configuration changes to the complaint call flow requested more than thirty (30) days after go-live may result in additional charges.*

Customer Responsibilities

- Before go-live:
 - Provide all existing STR permit, license, and tax records in an agreed file format, at the time specified in the implementation plan where applicable to compliance requirements.
 - Provide jurisdiction shape file (boundary file).
 - Provide land title, land ownership, and/or parcel ownership file.
 - Undergo training in the use of the online applications.

Out of Scope

- Custom compliance rules & functionality within the system
- Additional custom scraping of any website outside of the current websites being scraped
- Change in timing of data import or processing outside of standard system schedule
- Custom Reports
- Services or system functionality outside of the Services under this Schedule A

B. NEUMO TAX & LICENSING

General System

- Account Records:
 - Customer to provide a list of accounts to be created in the system if available for existing businesses and/or property records.
 - Information provided formatted with Neumo provided template.
- Additional System Forms & Workflows:
 - Account Information Update Form
 - Form allowing users to update general account information
 - Approval for jurisdiction admin review and approval of changes
 - Account Closure Form
 - Form allowing user to request closure of account with requested details & information for closure
 - Approval for jurisdiction admin to review and close account



- Account balance
 - Task allowing business to apply credit to balance due or pay outstanding balance on account
- Notifications:
 - Go-Live registration letter template
 - Automated Reminder
 - Returned Payment Notification
 - Account Information Update Approval Notification
 - Account Closure Approval Notification
- Training & UAT:
 - All UAT documentation provided to Customer to review system configurations to approve functionality. **Note that Go-Live cannot happen without signed and returned UAT acceptance from Customer.*
 - Training sessions & review offered throughout the system implementation. At the end of implementation, full system trainings can be offered to ensure system knowledge readiness.

Licensing

- A new license/permit to be built for:
 - **STR License**
- License Configuration:
 - Annual Renewal period
 - License workflow:
 - Information message
 - Forms
 - Document Uploads
 - Fees
 - Approvals
- Create License workflow with outlined requirements/tasks below:
 - Information Messages:
 - Insert each information message task name- to be provided by Customer during discovery
 - Forms:
 - Short Term Rental Application form – collecting information such as name, address, email, phone number for both property owner & local agent
 - Document Uploads:
 - Certificate of Occupancy
 - Scaled Site Plan
 - Scaled Floor Plan
 - Proof of Residency
 - Proof of Insurance
 - HOA/POA covenants or Schedule B Title Work showing the HOA/POA covenants



- Colorado Sales Tax License or documentation demonstrating that all rentals are conducted exclusively through a short-term rental marketplace that collects and remits all applicable state and local sales and lodging taxes on the owner's behalf.
 - Septic system
 - 3rd Party Inspection OWTS
 - Trash Removal Contract
 - Notice to Contiguous Property Owners
 - Evacuation Plan
 - Self-certification that the STR property meets all life, health, safety, welfare, and fire safety standards
 - Copies of all agreements, contracts, listing agreements or other agreements with vacation rental services companies, including contact information for the vacation rental services companies.
 - Proof of legal source of water and well permit if applicable.
- Fees (county-assessed):
 - \$250 Application Fee
 - \$750 annual license fee
- Inspection:
 - Life/Health/Safety Inspection
- Approvals:
 - STR License Approval
 - Department sub approvals to be determined during discovery
- Create a license renewal automation job to run and auto assign renewal workflows on **an annual basis.**
- A new settings title will be made available under “Settings” on the “Required Licenses” section of the settings tab.
 - **STR License**
- The licenses will be assigned to property account list provided by Customer during discovery
- Fields on license tasks/forms will be mapped to the details tab as available to be finalized during discovery
- A new trancode and/or field in the miscellaneous trancode for license fees added to batch processing.
- A notification template will be created with required information pertinent to then license. Verbiage for the template is to be provided by the Customer.
- Create approval notification templates for the approval of each license in the notifications menu. Verbiage for the template is to be provided by the Customer.
- Create a license PDF template for each license based on a provided license example or outline from the Customer.
- Update the Business Center Messages section to include license name under “Online Services” if applicable.



Customer Responsibilities

- Provide all requested data and information for property, permit or license records to be brought into the system within 2 weeks of project kick off.
- Provide supporting documentation, information and reference material for functionality and configuration review and building reference within 2 weeks of completed kick off and discovery.
- Review, complete and return all acceptance documentation in a timely manner. (i.e. Project timeline, functional requirements, UAT, training and final project sign off within 2 weeks of documentation being provided.)
- Active engagement in Customer training & system review.

Out of Scope

- Custom reports outside of system available standard reporting
- Customized functionality outside of existing system functionality & offerings
- Taxpayer/end user training
- Additional tax forms, licenses, workflows, or other configurations outside of the above listed requirements.
- Historical data migration

C. ADDITIONAL TERMS

- Delays caused by Customer's failure to provide required information, approvals, or decisions in a timely manner may extend the implementation timeline. Neumo will use reasonable efforts to keep the project on track and will notify Customer of any anticipated schedule impacts.
- Any items outside of the above outlined offerings requested during implementation are subject to a change order. This will require its own Statement of Work and may be subject to additional costs. This includes but is not limited to additional module add-ons.



Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	ID
Contract Request (Teller County, CO and Neumo)	20d22761-b296-46ac-a11f-ee145b215dc7

Contract signed by:

Ivy Morris	Signer ID:	7ed4b386-dd37-4031-b50f-64511a670b6f
	Email:	morrisi@tellercounty.gov
Date / Time:	Aug 31, 2026 at 8:17 PM UTC	
IP Address:	208.186.106.210	
User Agent:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/152.0.0.0 Safari/537.36	

Jennifer Dasenbrock	Signer ID:	a4fb47d6-b6fb-4b41-85e1-2607e2aad3a
	Email:	jennifer.dasenbrock@neumo.com
Date / Time:	Aug 31, 2026 at 8:18 PM UTC	
IP Address:	136.226.86.197	
User Agent:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/152.0.0.0 Safari/537.36 Edg/152.0.0.0	