

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

 _____	Deputy County Administrator _____	8/31/2026 _____
Signature of Authorized Representative	Title	Date

Neumo Signature

 _____	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.

