

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.

