

Quote Date: June 24, 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”:

City of Coachella
A Municipality of the state of California
With its principal place of business,
53-990 Enterprise Way
Coachella, CA 92236

Collectively, the “Parties”.



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

Subscription Services	QTY	Price (by Year of term)		
		Year 1	Year 2	Year 3
Tax & License Administration: Short-Term Rental Services Code AMD-0028	1	\$26,215	\$27,001.45	\$27,811.49

Pricing Beyond Third Year: For each Contract Year following the 3rd 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 3% over the immediately preceding year's pricing, applied on a compounding basis as illustrated in the table above.

Professional Services	Resource Type	Rate	QTY	Price
Tax & License Short-Term Rental Setup Fee Service Code(s): AMD-0039		\$2,500	1	\$2,500
Tax & License Business License Setup Fee Service Code(s): AMD-0026		\$15,000	1	\$15,000
*Professional Services are described in the attached SOW				

Unit-Based Services	Per Unit Fee
Tax & License Administration: Business License Service Code(s): AMD-0026	\$20.00
Copy of Business License Application	\$5.00

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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.
Entire “Agreement”	This Order Form is subject to the terms and conditions of the Master Services Agreement Terms (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 the SOW form the 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; (iii) the Master Services Agreement; and (iv) the Customer Exhibits, if any. 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. Fees for the Services shall begin to accrue as of July 31, 2026 (the “Go Live Date”). The Initial Term shall continue for a period of three years from the Go Live Date, unless earlier terminated in accordance with this Agreement, and shall end on July 30, 2029 unless renewed in accordance with this Agreement. The Initial Term and any renewal term(s) are collectively referred to as the “ Term .”
Automatic 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 ninety (90) days prior to the expiration of the then-current Term.

PAYMENT TERMS

Fees:	Fees for the Services during the Term shall be at the rates indicated on the Pricing Summary page (the “ Fees ”) and 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 as set forth in this Order Form or the applicable SOW. If the applicable SOW does not specify payment terms, such Fees shall be invoiced upon delivery of the associated Services and are payable within thirty (30) days of the invoice date. Subscription and Maintenance Fees. Unless otherwise indicated on the Pricing Summary page of this Order Form, annual subscription and maintenance fees shall be invoiced upon the Go-Live Date and payable annually thereafter upon each anniversary of the Go-Live Date prior to the commencement of the applicable subscription or maintenance period. Per-Transaction, Per-Unit or Usage-Based Fees. Fees calculated on a per-transaction, per-unit, per-document, per-image, or similar usage basis shall be invoiced monthly in arrears.

	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.
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.
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-4056
Customer Name:	City of Coachella
Billing Contact Name:	Lincoln Bogard
Billing Contact Email:	lbogard@coachella.org
Billing Contact Phone:	
Neumo Representative:	Erica Warne

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

Signature of Authorized Representative	Title	Date

Neumo Signature

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 ninety (90) 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 thirty (30) 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.

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. In the event that Customer Data is accessed, used, or disclosed to an unauthorized party ("data breach"), Neumo must immediately notify Customer and take all commercially reasonable measure to secure Customer data. Neumo must comply with all state and federal laws applicable to data breaches. 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 3% 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. Neumo shall not incur an Expenses without the prior written authorization of Customer.

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, revokable 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. 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

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. 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

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. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, OR EXPENSES COVERED BY OR REQUIRED TO BE COVERED BY NEUMO'S INSURANCE COVERAGE. NOTHING IN THIS SECTION SHALL LIMIT CUSTOMER'S RIGHT TO SEEK RECOVERY UNDER ANY INSURANCE COVERAGE MAINTAINED BY OR AVAILABLE TO NEUMO.

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
5860 Trinity Parkway, Suite 120
Centreville, VA 20120
Email: contracts@neumo.com
Cc: Erica.Warne@Neumo.com

53-990 Enterprise Way
Coachella, CA 92236
Email: lbogard@coachella.org

For Customer:

City of Coachella
Attn: Lincoln Bogard

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. At minimum, Neumo must maintain the following:

- Commercial General Liability Coverage of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate;
- Workers' compensation insurance, with statutory limits as required by the various laws and regulations applicable to the employees of Neumo or any Neumo contractor or subcontractor, and employer's liability insurance with limits of not less than \$1,000,000 per accident for bodily injury or disease;
- Technology Professional Liability Errors and Omissions Coverage of at least \$2,000,000 per claim and \$5,000,000 aggregate, covering claims arising out of Neumo's technology services, SaaS, software, systems, network security failures, media and content rights infringement, software copyright infringement, and loss, disclosure, alteration, or destruction of electronic data;
- Cyber Liability Coverage of at least \$2,000,000 per claim or occurrence and \$5,000,000 general aggregate. Such coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Neumo under this Agreement and shall include, without limitation, coverage for security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, invasion of privacy, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, breach response costs, regulatory fines and penalties, and credit monitoring expenses.

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 before 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 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 Reserved.

- 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 #1
TITLE: STR PRO Services**

Part A: SCOPE

A.1 Short-Term Rental Compliance Pro Services

A.1.1 Tasks

Short Term Rental Monitoring and Identification Services are designed to assist Client in enhancing its short-term rental/ lodging tax revenues by providing targeted web monitoring, web portal and identification services thereby producing previously unrealized revenue and improved compliance opportunities for Client. Using its Short-Term Rental Compliance Software, Contractor will be responsible for providing the following modules and components as part of this agreement:

Identification Services - Bundled

- Validate STR listing data with at least two (2) different data points to public records
- Correctly Identify single-family-dwelling STR listings with exact street address at least ninety-five percent (95%) of the time
- Identify multi-family-dwelling STR listings with full name, exact address including unit number at least seventy-five (75%) of the time

Targeted Website Monitoring

- Data collection and archiving from eighty (80) different short-term rental websites including Airbnb, HomeAway, Flipkey, Booking. Additional websites may be supported upon Client request, for additional cost.
- Data collection is run at least once per week
- Collect and store calendar availability data for at least six (6) months each time listing data is collected
- Archive and estimate gross revenue via review or calendar bookings
- Generate statistics on and group by room type, occupancy rate, host name, owner name, STR density heatmaps, average nightly rates, and other metadata in a dashboard report
- Capture of time-stamped STR listings data in JPG
- Automated matching of STR listings to STR Licensees via proximity and host name

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Web Portal for Monitoring

- 24/7 accessible web-portal with keyword-search
- Log into a secured, password-protected web-based graphical user interface
- Compatible with desktop, tablet, and mobile version of internet browsers
- Navigate listings by keyword search and by interactive map with dynamic filtering
- Reporting on sixty-nine (69) different data points and filtering / grouping
- Enter notes and track compliance activity on forty (40) different categories of compliance
- English Client Support
- Generate a mailout of non-compliant STR operators within the interface
- Compare up to ten (10) STR listings with thumbnail photos at the same time

24/7 Complaint Hotline

- 24/7 hotline and online tipform, fielding all tips, complaints, and violation reports from residents, in regard to disruptions at an alleged short-term rental property. These violations are tracked and maintained in the STR database and become part of the compliance activity for a property.
- Live operator will receive these violation calls and (if the Client so chooses) make outbound outreach to the designated responsible agent of the STR address in question and/or escalate to other enforcement agencies
- Any configuration change to the complaint call flow after 30 days of go-live may result in additional charges

Registration and Permitting Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Compatible with desktop, tablet and mobile version of internet browsers
- Upload up to 10 supporting documents for registering via photo or attachment
- Allow host registrant data to be approved, rejected, or inspected from an administrative account accessible by an authorized user
- One-time data load of active registered STR properties via CSV file during onboarding
- Email notification of registration changes to both the registrant and the customer
- Configurable registration application, review, approval and/or renewal statuses
- Document notes on permit or renewal application throughout review process
- Allow manual payment processing by cash, cheque or point-of-sale by administrator
- Reporting and filtering by registration date, permit status, payment status, reconciliation report
- English Client Support

Tax Collection Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Allow remittance over monthly, quarterly, or annual reporting periods
- Compatible with desktop, tablet and mobile version of internet browsers
- Report interface for reviewing tax remittances, delinquent payments and non-filers
- Email notification of tax remittances to both the registrant and the Client
- Allow manual payment processing by cash, check or point-of-sale by administrator

- Apply and calculate penalty and interest for late remittances
- Reporting and filtering by filing period, permit status, delinquency report, reconciliation report
- English Client Support

Payment Processing for Tax / Registration / Permitting Portals

- Integration with Neumo's preferred payment solution to enable electronic payment capabilities ("Electronic Payment Processing Services"). Specific requirements and in-scope configurations for Electronic Payment Processing Services will be established and documented during implementation. See Section A.2 below for additional details.
- Ability for Client to download payment reports to reconcile funds

Compliance Outreach

- Print and Mail- Up to two (2) rounds of letter per non-compliant STR host (per year)

A.1.2 Deliverables

- STR Portal for archiving and monitoring information, (herein "Self-Service STR Report")
 - STR unique id, website URL, duplicate STR ids
 - Approximate or Exact STR address (and apartment number if applicable), city, state, postal code
 - Partial or Full Operator information (name, address, city, state, postal code)
 - Number of bedrooms
 - Maximum guests
 - Nightly rate
 - Number of reviews
 - Minimum nights
 - Permit numbers displayed on the ad (if any)
- Contractor will provide Client with login access to the STR for up to 100 staff members
- Perform all on-going support of the System, including hardware and software throughout Term
- Provide online webinar style training on the System to Client staff at most once per year for up to two (2) hours. On-site training or training more frequently than once per year will be subject to change order process and additional fees.

A.1.3 Client Responsibilities and Restrictions

- Prior to the start of the work to be performed, Client shall provide Contractor with
 - all existing Short-Term Rental Permit, License and Tax records to be converted in a file format agreed to by the Contractor and a time specified in the implementation plan.
 - A copy of all ordinances related to short term rental, hotel occupancy, lodging tax, permits and or business registration.
 - Shape file (boundary file)
 - The Contractor Land Title, Land Ownership, and / or Parcel Ownership File(s)
 - Inform Contractor of any circumstances concerning current existing payees.
 - Inform Contractor of the development of new lodging properties no later than the

Certificate of Occupancy being granted.

- In the event of a misidentification, Client shall provide Contractor with timely documentation and feedback
- Client shall provide Contractor with valid email address(es) and / or phone number(s) to receive 24/7 nuisance escalations, and respond to escalations as required

A.2 Electronic Payment Processing Services

A.2.1 Scope

Selected Services:

☒ Online Payment Services

☐ In-Person and Phone Payments

Payment Options:

☒ **ACH (Automatic Clearing House):** Funds electronically deposited into Client bank account.

***Online Only**

☒ **Credit/Debit Card:** Funds electronically deposited into Client bank account.

A.2.2 Client Collaboration

Effective collaboration with Client is pivotal for successful implementation. The following cooperative efforts from Client are vital:

1. Interviews Regarding Existing Processes:

- a. Gain insights into current processes to tailor the implementation accordingly.

2. Form Documents:

- a. Provide samples of all form registration documents to be recreated for online submission.
- b. Review initial and any subsequent changes as needed.

3. Access to Systems:

- a. Grant access to client systems for the installation and configuration of electronic payment services, in collaboration with their IT teams.
- b. For online systems, the creation of layout files to import payment files into Client's existing systems necessitates a comprehensive understanding of Client's data structures and security protocols. Client acknowledges that access to sensitive data for this purpose will be managed under strict confidentiality and in compliance with applicable data protection laws.

4. Update Website:

- a. Once services have been completely implemented and Client has reviewed all setups, Client must add links to the homepage of their website, so the services are locatable by citizens for adoption.

5. PCI Compliance:

- a. Installation of services on each workstation accepting payments entails compliance with all local and federal regulations. The Client acknowledges that the Service Provider will ensure adherence to Payment Card Industry Data Security Standard (PCI DSS) requirements during installations.

A.2.2.3 Assumptions

- Client acknowledges Electronic Payment Processing Services may be provided by Neumo and/or its affiliates and/or other third parties including banks, major card networks/associations, and payment processors (collectively the "Payment Partner(s)"); accordingly Client understands that Electronic Payment Processing Services are conditioned upon Client's acceptance of terms and conditions that may be required by the Neumo selected Payment Partner(s), as coordinated and executed between the Parties during project implementation (the "Payment Terms").
- Neumo reserves the absolute right to change, remove, or replace a Payment Partner at any time and for any reason deemed necessary.
- Client understands that technical requirements and other solution/implementation specifics for Electronic Payment Processing Services (e.g., Payment Partner selection, configuration requirements, required interfaces) have not been fully assessed or defined at time of Agreement execution. Any additional requirements discovered during implementation may be subject to changes in the project timeline, scope, and/or fees, and will be communicated and documented through a formal MOU, amendment, or other similar document executed by both Parties.
- Neumo shall not be liable for the performance or non-performance of any third-party Payment Partner, including, but not limited to, any issues related to settlement, chargebacks and risk management.
- Integration with any Client selected third party payment facilitator, payment processor, or acquiring bank (the "Client-Selected Payment Provider") is specifically excluded from the scope of this SOW.
- Neumo will absorb all set up fees, monthly fees and yearly fees associated with the Client's merchant account including credit card assessment fees, credit card interchange fees, per item fees. Chargebacks, refunds, and returned checks will be billed back to the Client if the Client's bank rejects the draft. Non-PCI compliance fees are charged directly to the Client if they fall out of compliance. These fees are \$125.00 per month and per Merchant ID.
- Client is solely responsible for ensuring distribution of funds designations (e.g., designated recipients, account numbers, and distribution percentages), as set forth in Exhibit 1, remain current and up to date throughout the performance of this SOW. In the event of any changes to the distribution of funds designations, Client must, at least thirty (30) calendar days prior to changes becoming effective, submit a written account distribution information change notice to connie.taylor@neumo.com (delivery confirmation enabled).

Part B: FEES AND OTHER COMPENSATION DUE TO CONTRACTOR

B.1 STR Pro Implementation and Subscription Fees

See agreement page 2

B.2 Electronic Payment Processing Fees

Electronic Payment Processing Services are subject to the processing Fees described in table below (the "Payment Processing Fees(s)"). Client understands and agrees that each electronic payment transaction is subject to the Payment Processing Fee, which will be added to the total payment amount charged to the Payor (the individual or entity making the payment) at the time of payment (i.e., the total payment amount collected from the Payor includes the Payment Processing Fee). Client expressly and irrevocably authorizes Neumo to collect, deduct, and retain the full amount of all incurred Payment Processing Fees from the payment funds collected from Payor prior to remitting the net payment revenue amounts to the Client. Client understands and acknowledges Electronic Payment Processing Services may be subject to additional fees and charges detailed in the Payment Terms. Neumo's Payment Processing Fees(s) are subject to change at any time, with or without notice.

Credit Card Payment Processing Fee	Minimum Credit Card Payment Processing Fee	Online ACH Payment Processing Fee
2.99%	\$2.50	\$2.50

Pricing subject to change at any time, with or without notice

Part C: Additional Terms

- Client is responsible for: (i) providing a high speed internet connection of sufficient bandwidth for successful performance of the Services; (ii) purchasing, installing, and managing all necessary hardware and the needed anti-virus protection software for any Client-owned workstations.; (iii) maintaining confidentiality of the administrator and user logon identifications, passwords and account information; and (iv) verifying the accuracy, quality, integrity and legality of Client Data and of the means by which Client acquired it.
- Neumo expressly disclaims any responsibility for performance issues, or failures arising from Client systems.
- Client 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 Client, Client will take all steps reasonably necessary to terminate the unauthorized use and will assist with any actions taken by Neumo to prevent or terminate such unauthorized use.
- Client shall not (and shall not permit any third party to): (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") to the Service, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Neumo); (iii) copy, modify or create any derivative work (iv) RESERVED; (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 their security, integrity or operation; (viii) use the Services except as permitted under this Agreement including removing or modifying any copyright or other proprietary rights notices; or (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. 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"). Client is not licensed to use the Services in, or in conjunction with, High Risk Use.

- All Services will be performed remotely. If and when travel and/or on-site performance is required, Client shall reimburse Contractor for reasonable travel and other out-of-pocket expenses associated with the performance of on-site services including but not limited to lodging, parking, mileage, per diem, etc. (Mileage and per diem shall be according to IRS regulations). Travel and expense costs will be billed to Client in arrears.

(EXHIBIT 1 TO FOLLOW)

EXHIBIT 1 TO SOW #1**DISTRIBUTION OF FUNDS DESIGNATIONS**

Client hereby authorizes Contractor to distribute STR payment funds in accordance with the designations set forth below:

Agency	Routing #	Account #	Distribution %

CLIENT ATTESTATION AND VERIFICATION

City of Coachella hereby verifies and attests that the distribution of funds details set forth in this Exhibit 1 are true, correct, and accurate as of the signature date below. Client acknowledges that Contractor is strictly relying on the accuracy of the information provided by Client in this Exhibit 1 and that Client is solely responsible for providing advance notice to Contractor of any changes in accordance with the specifications set forth in the SOW to which this Exhibit is appended.

CLIENT:**CITY OF COACHELLA, CA****By:** _____**Name:****Title:****Date:**

(END OF SCHEDULE A- SOW #1)

SCHEDULE B:
STATEMENT OF WORK #2
TITLE: BUSINESS LICENSE ADMINISTRATION SERVICES

A. Business License Administration Services

1. Services Performed: NEUMO will perform business license administration services for the collection of Business License fees on behalf of CLIENT. This includes sending annual renewal notifications, collecting payments for business license fees, and issuing, printing, and mailing approved licenses to businesses. Additionally, NEUMO will provide delinquency follow-ups as well as notifications to all business who fail to include required documentation with their annual business license new/renewal applications.
2. Fee Remittance: Business license payments shall be remitted to ADDRESS. Upon reasonable notice to CLIENT, NEUMO may change the P.O. Box for City of Coachella payments. Subject to a 3-4% convenience fee, businesses will also have the option to pay via ACH debit or ACH credit (upon approval).
 3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as designated by the CLIENT.
4. Posting Process: Business accounts are posted with payment information captured in the NEUMO revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change are captured and added to payment data and taxpayer master file (as determined necessary by NEUMO). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Underpayments are invoiced for remaining fees due plus any required penalties.
5. Distribution of Funds Changes: It is the CLIENT's responsibility to ensure distribution of funds information (including designated recipients, account numbers, and distribution percentages) remains current and up to date throughout the term of this Agreement. In the event any changes are required, CLIENT must provide written notification to NEUMO using the Distribution of Funds Change Notice Template and instructions set forth in **Exhibit A**. CLIENT understands that it may take up to thirty (30) calendar days for the changes to become effective. CLIENT is responsible for logging into the Government Service portal and reviewing monthly reports to ensure all changes are properly reflected.
6. Government Services Portal: NEUMO will maintain loud based, self-service, interactive Government Services Portal; this interactive portal gives the CLIENT access to detailed online reporting, which includes, but is not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to the CLIENT's account numbers and all fees paid to CONSULTANT.
 7. Fees for Business License Administration services:
 - i. NEUMO will receive an amount equal to Fifteen Dollars (\$20.00) per business license notice mailed.
 - ii. NEUMO archives all original licenses/applications. If a CLIENT wants a copy of the original license application, there is a fee equal to Five Dollars (\$5.00) per business license/application that will be charged to CLIENT for the mailing or faxing.
 - iii. Fees will be escalated by five percent (5%) on an annual basis (on the anniversary of the Effective Date of this Agreement).

EXHIBIT A - DISTRIBUTION OF FUNDS CHANGE NOTICE TEMPLATE

(TO FOLLOW)

INSTRUCTIONS: *IT IS CLIENT'S RESPONSIBILITY TO PROVIDE NOTICE TO NEUMO OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS USING THE TEMPLATE SET FORTH IN THIS EXHIBIT B. IF AND WHEN APPLICABLE, CLIENT SIGNED DISTRIBUTION OF FUNDS CHANGE NOTICE SHALL BE EMAILED (DELIVERY CONFIRMATION ENABLED) AS FOLLOWS:*

- **TO:** CONNIE.TAYLOR@NEUMO.COM
- **SUBJECT LINE:** City of Coachella– DISRIBUTION OF FUNDS CHANGE NOTICE

DISTRIBUTION OF FUNDS CHANGE NOTICE

CLIENT NAME: City of Coachella

Change Effective Date*: _____
 (*30 Days advance written notice required)

Funds will be distributed in the account(s) set forth below:

Table 1: Distribution of Funds

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
				Business License

Verification:

By signing below, **City of Coachella** certifies that the distribution details in Table 1 are accurate and complete as of the signature date below.

City of Coachella

By: _____

Name:

Title:

Date:

