



## Information Technology (IT) Software and Services Agreement

This IT Software and Services Agreement (the “Agreement”) is entered into by and between **Neumo Enterprise Solutions, LLC** f/k/a Avenu Government Records Services, LLC (“Neumo”), having an office at 5860 Trinity Parkway, Suite 120, Centreville, VA 20120, and Town of Georgia, a government entity in the State of Vermont (“Client”), having an office at 47 Town Common Road North, Saint Albans, VT 05478. Neumo and Client may be referred to herein as individually each a “Party” and collectively the “Parties”.

**1. SCOPE.** This Agreement governs Client’s use of the Neumo products set forth in Schedule A (the “Products”), which are licensed to Client by Neumo on a term basis, and the provision of related Neumo services (collectively the “Services”). The scope for the Services to be performed by Neumo under this Agreement are set forth in the following statements of work which are hereby incorporated by reference into this Agreement as follows:

- i. **Schedule A** - System Support Services Statement of Work
- ii. **Schedule B** - Digital Processing Services Statement of Work

### 2. TERM AND TERMINATION.

- a) **Term.** The term of this Agreement shall begin on May 26, 2026 (“Effective Date”) and shall continue through May 25, 2031 (“Term”). The Term of this Agreement may be extended upon mutual written agreement of the Parties (subject to agreement of applicable fees and other applicable terms and conditions).
- b) **Termination for Breach.** If either Party breaches a material provision under this Agreement the other Party may terminate this Agreement by providing the breaching Party with a written notice describing the breach and 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; if the breaching Party fails to remedy the breach within the established cure period, the non-breaching Party may, upon written notice to the defaulting Party, terminate this Agreement for default.
- c) **Termination for Loss of Funding.** If the Client has failed to receive funds for the continued procurement of the Products or Services in a given fiscal year (after every reasonable effort has been made by Client to secure the necessary funding), the Client may terminate this Agreement upon at least thirty (30) days advance written notice to Neumo prior to the expiration of the then current Term year.
- d) **Effect of Termination.** Termination of this Agreement 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. Client agrees to discontinue use of all hardware, Products and other Neumo -owned materials no later than the effective date of termination and shall, as mutually agreed upon by the Parties, return required hardware, Products and other Neumo-owned materials to Neumo within thirty (30) calendar days after termination.

### 3. PRODUCTS AND SERVICES

- a) **Licensed Products.** During the Term of this Agreement, and subject to Client paying all required Fees, Neumo grants Client a limited, non-exclusive, non-transferable, revokable right to use the software products set forth in Schedule A (the “System”). Except as expressly provided elsewhere in this Agreement, no sublicensing of use or access is permitted for the System.

- b) Third Party Items. Any hardware and third-party software components provided for Client's use of the System ("Third Party Items") are listed in Schedule A (if applicable). Rights to Third Party Items are subject to the provisions of the software licenses provided by those third-party software vendors. Client understands and agrees that acceptance and use of the Third Party Items will be deemed acceptance of the terms and conditions of the licenses provided by the respective vendors. Client further agrees to use the Third-Party Items in accordance with the terms of those licenses. For "shrink wrap" or "click-wrap" software licenses for Third Party Items, Client authorizes Neumo to accept the terms of each license on behalf of the Client when the software is installed. Neumo makes no express or implied warranties whatsoever with regard to Third Party Items.
- c) Services. During the Term of this Agreement, and subject to Client paying all required Fees, Neumo shall provide the Services set forth in Schedule A and Schedule B in association with Client's use of the System.
- d) Restrictions. Client shall not (and shall not permit any third party to): (i) use the System 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 System, 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 of the System; (iv) remove or obscure any proprietary or other notices contained in the System; (v) publicly disseminate performance information regarding the System; (vi) use the System 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 Neumo Technology except as permitted under this Agreement including removing or modifying any copyright or other proprietary rights notices; or (ix) use the System 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. The System is 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 System or the Services in, or in conjunction with, High Risk Use.
- e) Data Extraction. During the Term of this Agreement, Client may, upon written notice to Neumo, request Neumo provide assistance with extracting Client Data ("Data Extraction Services") from the System. If so requested, Data Extraction Services will be provided to the Client on a labor hour basis, at Neumo's then prevailing professional services rates, and in accordance with the timeframes mutually agreed to by the Parties. Client agrees Neumo shall have no obligation to provide Data Extraction Services except as provided for in this paragraph.
- f) Migration to Neumo Records. Neumo Records is the upgraded cloud version of Neumo's records management solution with enhanced feature delivery, modern architecture, and a fulsome roadmap. Neumo has developed a contracting path to facilitate Client's migration to the latest version of Neumo Records at any time during the Term of the Agreement (migration is encouraged, when possible, to take advantage of the continued investment and enhancements as the roadmap aligns to customer needs).

#### 4. FEES AND PAYMENTS

- a) Annual Subscription Fees. Table 1 specifies the annual System Fees for the Term of the Agreement (the "Annual Fees"). Annual Fees will be invoiced in equal monthly installments throughout the Term of the Agreement. Annual Fees include Support as set forth in Schedule A. The Services set forth in Schedule B are separately priced.

*Table 1: Annual Fee Schedule for Initial Term*

Description	Year 1 Fee (5/26/2026 – 5/25/2027)	Year 2 Fee (5/26/2027 – 5/25/2028)	Year 3 Fee (5/26/2028 – 5/25/2029)	Year 4 Fee (5/26/2029 – 5/25/2030)	Year 5 Fee (5/26/2030 – 5/25/2031)
20/20 Perfect Vision™ Land Records Management System	\$11,171.00	\$11,171.00	\$11,171.00	\$11,171.00	\$11,171.00
Neumo Hosted Public Search Site	Subject to 4(b)(i)- Revenue Sharing for Online Sales				

b) Other Compensation and Fees.

i. Revenue Sharing for Online Sales. Client’s Public Search Site is hosted by Neumo at no charge to the Client under the condition that all online sales revenue associated with downloading and printing fees, after deduction of transaction processing fees (“Online Sales Revenue”), will be split equally between Neumo (50%) and the Client (50%). In the event the Client wishes to terminate this revenue split arrangement, Neumo may suspend hosting Client’s Public Search Site until a separate hosting arrangement is negotiated between the Parties and incorporated into this Agreement. ***With respect to the Client portion of the Online Sales Revenue collected by Neumo, Client shall designate ONE of the following remittance options:***

- The Client can use this revenue as a credit to offset any payments due from Client to Neumo under this Agreement (“Credit Option”); OR
- Neumo can remit this revenue to the Client on a monthly basis via check (“Remit Option”).

**If no option is selected above, Neumo will default to the Credit Option.** For the Credit Option, if the Client does not use the full value of the credit within an individual Term year, then the remaining balance of the credit will be paid by Neumo to the Client via check after completion of the applicable annual period (example: For Year 1, any credit balance for period May 26, 2026 – May 25, 2027 will be paid out and reset after May 25, 2027).

ii. Fees for Digital Processing Services. Digital Processing Services will be billed in accordance with the pricing and invoicing details set forth in Schedule B.

c) Expenses. Travel, lodging, meal, and other expenses that require reimbursement by Client are set forth in incorporated statement of work, if applicable. Client shall reimburse Neumo for all pre-approved travel, lodging, meal, and other expenses reasonably incurred by Neumo in providing the Products and Services, to the extent so specified in corresponding statements of work (“Expenses”).

d) Taxes. “Taxes” means any sales, use, import/export, value add taxes, or other tax, tariff or similar governmental or regulatory fees related to this transaction or any of the Products or Services (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 Client is by law exempt from property Taxes, those Taxes will not be included in invoices submitted to the Client under this Agreement. Neumo may be considered a limited agent of Client for the sole purpose of purchasing goods or services on behalf of Client without payment of taxes from which Client is exempt. If Neumo is required to pay taxes by determination of a proper taxing authority having jurisdiction over the Products or Services provided under this Agreement, Client agrees to reimburse Neumo for payment of those taxes.

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- e) Payment Terms. All Fees are listed on invoices as U.S. Dollars. Client shall make all payments of any type of invoice from Neumo in U.S. Dollars. Neumo shall invoice Client for the Fees in accordance with the frequency and payment terms set forth herein. Neumo shall invoice Client for all applicable Expenses and Taxes after the month they are incurred. Unless disputed in accordance with Section 4(f), Client shall pay all Fees, Expenses, and Taxes to Neumo via ACH, within thirty (30) days of the applicable invoice date.
- f) Invoice Disputes. Client shall pay the undisputed portion (s) of each invoice. If Client disputes any portion of an invoice, Client shall submit written notice to Neumo regarding the disputed amount, and provide to Neumo, if 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 Client. Client 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 after Client's delivery of the applicable Fee Dispute Notice.
- g) Non-Payment. If Client fails to timely remit payments in accordance with the terms herein, then Client shall also be liable for any additional expenses Neumo incurs in pursuing payment for payable Fees (including but not limited to reasonable attorneys' fees and accrued interest). Failure to make timely payment of Fees shall be a material breach of the Agreement and upon reasonable notice to Client, Neumo may suspend providing any Service for Client's failure to timely pay any amount due that is not disputed in accordance with paragraph (e) above.

## 5. CLIENT RESPONSIBILITIES.

- a) General. Client is responsible for: (i) providing a high speed internet connection of sufficient bandwidth for successful performance of the System; (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; (iv) verifying the accuracy, quality, integrity and legality of Client Data and of the means by which Client acquired it; (v) determining if the System and Services are sufficient for its purposes and (vi) ensuring that its use of the System and Services complies with all applicable laws and regulations. Client agrees to use commercially reasonable efforts to prevent unauthorized access to the System 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 System 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 Data" means any data or other information which is provided to Neumo by Customer (directly or indirectly) in connection with the Services, including data collected/stored in the System.
- b) Data Backup. Throughout the Term of this Agreement, Client will be responsible for backing up all Client Data contained in the System in accordance with standard industry back-up procedures. Neumo shall provide assistance with such efforts as indicated below provided however Neumo will not be responsible for loss of Client Data under any circumstances.
  - Neumo has supplied removeable media to accomplish a six (6) day rotation of server backups. The System has scheduled server tasks/jobs to perform a Monday-Friday and a weekend nightly backup process to the removeable media herein known as the 'Neumo Backup Strategy'. It shall be the Client's responsibility to change this media (i.e. nightly during the work week, Monday-Friday and for the monthly backup) so that the backups are performed accurately. Neumo shall not be liable for any failed backups resulting from the Client's failure to rotate the media, causing the backups to not be performed. The Client can send the Monthly backup media to the Dallas office at 8600 Harry Hines Blvd., Suite 300, Dallas, Texas 75235 to be processed for safe keeping. Neumo shall not be liable for the media that is onsite or stored in the current server location.

## 6. PROPRIETARY RIGHTS

- a) Neumo Technology. Neumo retains sole and exclusive ownership of all right, title and interest in the Products or Services and any modifications thereto, and any related information, documentation or deliverables Neumo provides to Client under this Agreement (“Neumo Technology”). Client 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. Subject to Client’s payment of all Fees due hereunder, Neumo grants to Client a limited, non-exclusive, royalty-free, non-sublicensable, non-transferable, revokable license (except as specifically permitted in this Agreement), to use those elements of Neumo Technology embodied in the Services deliverables, if any, in Client’s ordinary course of business, solely as so embodied. The Services rendered by Neumo 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. Client shall not take any action that jeopardizes Neumo’s intellectual property rights in the Neumo Technology, nor assume or acquire any right in Neumo Technology except the limited rights specified in this Agreement. All rights not expressly granted to Client by Neumo in this Agreement are reserved exclusively to Neumo. The provisions of this Section shall survive termination of this Agreement.
- b) Client Data. All rights, title and interest in and to Client Data are, and shall remain, the property of Client and all intellectual property rights in Client Data are and will remain the property of Client. Subject to the confidentiality obligations set forth herein, Client hereby grants to Neumo, throughout the Term of this Agreement and after the term as necessary for Neumo to deliver any post-termination obligations to Client, a non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use Client Data to provide the Services to Client and, as necessary or useful to monitor and improve the System or the Services. For avoidance of doubt, Client Data shall be deemed “Confidential Information” and shall be protected in accordance with the confidentiality provisions set forth herein.

## 7. CONFIDENTIAL INFORMATION.

- a) 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. 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.
- b) Public Disclosures. Neumo acknowledges that Client is subject to one or more public record/open door act which generally provides 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 in the manner provided by the applicable public record/open door act. Accordingly, Client will not breach or be considered in violation of this Section if Client needs to disclose Neumo’s Confidential Information to respond to a valid request made under such an act. If Client receives a request under an applicable public records/open door act that requires the disclosure of Neumo’s Confidential Information, Client will notify Neumo of the request of the information and if Neumo desires to object, reasonably assist Neumo in seeking to protect the information from disclosure in a court of competent jurisdiction.

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- c) Residuals. As with any person performing their job responsibilities, during the performance of Services under this Agreement Neumo personnel will learn to be more efficient and better at their jobs through learning new ideas, know-how, methods, techniques, processes and skills in providing the Products and Services ("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. For example, if another customer requests Neumo to implement a similar process to what the Client is using, Neumo may do so and may use the Residuals to provide those similar services to that other customer. The Client shall not assert against Neumo any prohibition or restraint from using the Residuals as outlined in this Section. For the sake of clarity, Residuals exclude Client's Confidential Information and Neumo may only use Client's Confidential Information as set forth in this Agreement.

## 8. WARRANTIES.

- a) Limited Warranty. Neumo warrants that (i) the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and (ii) that the System will be free from material errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Neumo. The limited System warranty provided in this Section 8(a) shall not cover, and shall be void as to (a) any third party hardware or software (including commercial off-the-shelf hardware and software) provided to or used by Client in connection with the System; (b) any System component on which maintenance has been performed by a third party that has not been authorized in writing by Neumo; (c) any System component that has been altered or modified by Client or any third party that has not been authorized in writing by Neumo; (d) any System component that is damaged due to the acts or omissions of Client or any third party; (e) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Neumo; or (f) any System failure due to *force majeure* or exposure to unusual physical or electrical stress.
- b) Disclaimer. THE LIMITED WARRANTIES SET FORTH IN SECTION 8(a) ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. EXCEPT FOR THE LIMITED WARRANTIES STATED ABOVE, THE SYSTEM AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND CLIENT'S USE OF THEM IS AT ITS OWN RISK. NEUMO DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, AND CLIENT RELEASES AND WAIVES, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NEUMO DOES NOT WARRANT THAT CLIENT'S USE OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES NEUMO WARRANT THAT IT WILL REVIEW CLIENT DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN CLIENT DATA WITHOUT LOSS. NEUMO SHALL NOT BE LIABLE FOR SYSTEM DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF NEUMO. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEUMO DOES NOT WARRANT THAT THE SYSTEMS OR THE SERVICES WILL MEET THE CLIENT'S SPECIFIC REQUIREMENTS, WILL OPERATE IN ANY COMBINATION THAT MAY BE SELECTED FOR USE BY CLIENT OR IN COMBINATION WITH OTHER THIRD-PARTY SOFTWARE BEYOND THE THIRD-PARTY COMPONENTS EXPRESSLY APPROVED AS COMPLIANT IN NEUMO PROVIDED DOCUMENTATION. EXCEPT AS TO COMPATIBILITY OF THE LICENSED SOFTWARE AS DESCRIBED IN THE DOCUMENTATION PROVIDED TO CLIENT BY NEUMO, NEUMO MAKES NO WARRANTIES TO CLIENT WITH RESPECT TO CLIENT'S COMPUTER EQUIPMENT OR SYSTEM SOFTWARE OR ITS CAPACITY. FURTHERMORE, NEUMO DOES NOT WARRANT THAT ANY SYSTEM ERRORS, DEFECTS, OR INEFFICIENCIES WILL BE CORRECTED, NOR DOES NEUMO ASSUME ANY LIABILITY FOR FAILURE TO CORRECT ANY SUCH ERROR, DEFECT OR INEFFICIENCY. NEUMO MAKES NO WARRANTY, AND THE CLIENT ASSUMES THE ENTIRE RISK, AS TO THE INTEGRITY OF ANY DATA AND THE RESULTS, CAPABILITIES, SUITABILITY, USE, NON-USE OR PERFORMANCE OF THE PRODUCTS OR SYSTEMS. IN NO EVENT SHALL NEUMO BE LIABLE TO CLIENT FOR

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ANY DAMAGES RESULTING FROM OR RELATED TO THE USE OF THE SOLUTIONS. CLIENT MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

## 9. INDEMNITY.

- a) Intellectual Property Infringement. Neumo shall defend Client from and against any claim, legal action or proceeding brought or made against the Client alleging that the System, when used as authorized under this Agreement, infringes on any copyright, patent, trade secret, or other intellectual property rights of a third party (“Infringement Claim”) and shall indemnify and hold harmless Client from and against any damages and costs awarded against Client or agreed in settlement by Neumo (including reasonable attorneys’ fees) resulting from such Infringement Claim. The foregoing indemnification obligation of Neumo shall not apply: (1) if the System is modified by any party other than Neumo, but solely to the extent the alleged infringement is caused by such modification; (2) if the System 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 System; (4) to any action arising as a result of Client Data or any third-party deliverables or components contained within the System or (5) if Client settles or makes any admissions with respect to a claim without Neumo’s prior written consent. **Client acknowledges and agrees that this Section 9 (a) sets forth Client’s sole and exclusive remedies as it relates to any claim that arises from or relates to the infringement, misappropriation or violation of proprietary rights by Neumo or the Products or Services.**
- b) Mutual Indemnity. 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, resulting in whole or in part from the negligent acts or omissions of the indemnifying Party.
- c) 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.

- a) Consequential Damages Waiver. NEITHER PARTY SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS CAUSED BY THE INTERRUPTION, TERMINATION OR DELAYED OPERATION OF THE INTERNET, THIRD-PARTY TELECOMMUNICATION SERVICES OR THIRD-PARTY SECURITY FEATURES OR SYSTEMS, EXCEPT AS REQUIRED BY LAW. EXCEPT FOR CLAIMS ARISING FROM CLIENT’S VIOLATION OF NEUMO’S INTELLECTUAL PROPERTY RIGHTS IN MEUMO TECHNOLOGY 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, SUFFERED BY ANY PARTY OR ANY PARTY CLAIMING ON BEHALF OF OR THROUGH THE OTHER PARTY, OR ANY OTHER THIRD PARTY RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

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- b) Liability Cap. EXCEPT FOR (i) CLAIMS ARISING FROM CLIENT'S VIOLATION OF NEUMO'S INTELLECTUAL PROPERTY RIGHTS IN NEUMO TECHNOLOGY OR (ii) ANY AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, EACH PARTY'S ENTIRE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT, EXCEED THE AMOUNTS ACTUALLY PAID OR PAYABLE TO NEUMO PURSUANT TO THE APPLICABLE ORDER AND 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 THE CLIENT'S OBLIGATION TO EFFECT PAYMENT OF FEES DUE, WHICH SHALL REMAIN IN EFFECT REGARDLESS OF, AND ON TOP OF, THE LIMITATION OF LIABILITY.
- c) 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 THAT IN THE ABSENCE OF SUCH LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT.

**11. NOTICES.** Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be sufficiently given if sent by first class certified, 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.

For Neumo:	For Client:
Neumo Holdings, LLC Attn: Contracts 5860 Trinity Parkway, Suite 120 Centreville, VA 20120  Email: <a href="mailto:contracts@avenuinsights.com">contracts@avenuinsights.com</a> CC: <a href="mailto:susan.gilmore@neumo.com">susan.gilmore@neumo.com</a>	Town of Georgia 47 Town Common Road North, Saint Albans, VT 05478  Attention: Cheryl Letourneau Email: <a href="mailto:townclerk@townofgeorgia.com">townclerk@townofgeorgia.com</a>

**12. INSURANCE.** During the Term of this Agreement, 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 to provide the Products and Services. In addition, Neumo may, without the consent of Client, assign or transfer this Agreement to a successor-in-interest in the event of a merger, consolidation 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 (b) Neumo Neumo notifies Client 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 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 when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, internet provider network unavailability/outages, or

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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 shall, as applicable, 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 by written notice to the other.

**15. EXPORT CONTROL.** Client shall not export or re-export or allow anyone to access or use the Products or related Services outside of the United States without the prior written authorization of Neumo. If approved, Client must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to ensure that neither the Products or related Services are exported, directly or indirectly, in violation of applicable laws.

**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, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

## **17. GENERAL.**

- a) 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 the perform the obligations under this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each respective Party.
- b) Injunctive Relief. The Parties recognize that a remedy at law for a breach of the provisions of this Agreement 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, in addition to any other relief and remedies available.
- c) Waiver. The failure of either Party at any time to enforce any right or remedy available to it under this Agreement 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.
- d) Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- e) Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of Client and Neumo shall be construed and enforced accordingly.
- f) Governing Law. This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Virginia, without reference to the principles of conflict of laws.
- g) Changes. A Party may request a modification to this Agreement or the 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 or amendment executed by authorized contractual representatives of both Parties.
- h) Survival. Any provision of this Agreement that expressly or by implication is intended to survive termination or expiration of this Agreement, 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.
- i) Order of Precedence. To the extent any terms and conditions included in the main body of this Agreement conflict with the terms and conditions of any document incorporated by reference into the Agreement, the

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provisions in Sections 1-18 of this Agreement shall control, except where such exhibit, schedule, addendum expressly states the intent to supersede any conflicting terms in the Agreement (provided, however, that the fact that a provision appears in one of those documents but not in another shall not be deemed to be a conflict for purposes of this sentence).

**18. ENTIRE AGREEMENT.** The contents of this Agreement (including Schedule A and any other schedules or attachments that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the Parties with regards to the subject matter hereof and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement.

The Parties accept and agree to the terms and conditions set forth herein and have caused this Agreement to be executed by their respective authorized representatives:

**Neumo Enterprise Solutions, LLC**

**Town of Georgia, Vermont**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name:

Name:

Title:

Title:

Date:

Date:

**Attachments:**

**Schedule A –Statement of Work for System Support Services**

**Schedule B –Statement of Work for Digital Processing Services**



**SCHEDULE A**  
**STATEMENT OF WORK FOR SYSTEM SUPPORT SERVICES**

This Schedule A - Statement of Work for System Support Services (“Schedule A”) is incorporated into the IT Software and Services Agreement with the Effective Date of May 26, 2026 (the “Agreement”) between **Neumo Enterprise Solutions, LLC** f/k/a Avenu Government Records Services, LLC (“Neumo”), and Town of Georgia, a government entity in the State of Vermont (“Client”). Unless defined otherwise in this Schedule A, all capitalized terms shall have the meanings set forth in the Agreement.

**A. PRODUCTS AND THIRD-PARTY ITEMS**

<b>Licensed Products (the “System”)</b>	<b>Included Modules</b>
20/20 Perfect Vision™ Land Records Management System (On Premise) -	<ul style="list-style-type: none"> <li>• Cashiering</li> <li>• Indexing/Recording</li> <li>• Imaging</li> <li>• Searching/Retrieval (Employee &amp; Public in Office)</li> <li>• Reporting</li>   <li>• Neumo Hosted Public Search Website – Subject to Online Revenue Sharing Fees as set forth in Section 4(b) of the Agreement</li> </ul>

**Third Party Items:**

<b>Component</b>	<b>Quantity</b>	<b>Description</b>
Dell PowerEdge T340	1	Server
Dell OptiPlex 7480 All In One with 23.8” Flat Panel	1	Public Station
Dell OptiPlex 7480 All In One with 23.8” Flat Panel	1	Cash Station
Dell OptiPlex 7480 All In One with 23.8” Flat Panel	1	Scan Station
Dell All In One Height Adjustable stand with DVD+/RW	1	Stand with DVD
Linksys SE3016 Switch 16Port	1	Switch
Fujitsu Fi-7260	1	Scanner
HP 610 DN Duplex	1	Laser Printer
HP 610 DN Sheet Feed Trat – 500 pages	1	Paper Feeder
CISCO 5506-X Fwall	1	Firewall
APC 600 UPS	2	UPS for Workstations
APC 1500 LCD	1	UPS for server
APC SureArrest Perform	1	Surge Protector
Axiom 760 Serial – (Refurbished)	1	Receipt Printer/Validator
Cable Axiom Serial	1	Cable

Verbatim 2 TB External Hard Drive	1	USB EXT Drive
SEAGATE 1TB Backup+Slim External Hard Drive	6	USB EXT Drive
Microsoft Windows Server Standard 2019		
Microsoft SQL Server 2017 Standard		
PDF Factory Pro Server (existing)		
McAFEE Endpoint Protect		

## B. SCOPE OF SERVICES

Subject to the terms and conditions set forth in the Agreement and Client’s payment of all required Fees, Neumo agrees to provide support services (“Support”) for the System as follows:

Neumo will provide Support to address general user tickets pertaining to System features and functionality and Defects. Support tickets must be submitted to Neumo through the online customer service portal and will be addressed by Neumo during business hours. With regard to Support Services, “Defect” means an error or malfunction with the System causing the System to not function in accordance with Neumo provided specifications and training. Support includes those upgrades, enhancements, improvements to the System that Neumo makes generally available to its customers from time to time (“Updates”). Updates may include bug fixes, patches, and/or new functionality and features. Updates do not include product extensions to different hardware platforms, different operating system platforms, or different database platforms.

## C. OUT OF SCOPE SERVICES

The following services are **excluded** from the scope of Support under this Schedule A (“Out of Scope Services”):

- Hardware refreshes/software updates for Third Party Items
- Implementation, configuration, integration, or other custom software development services.
- Support for System issues that are not Reproducible or that otherwise fail to meet the criteria of a Defect. “Reproducible” means that the issue that causes the Defect can be re-created or reproduced by Neumo with an unaltered version of the System, indicating that the issue is caused by a bug or other issue inherent to the System, rather than caused by the specific Client environment or use.
- Support for System modifications made by anyone other than Neumo or a person acting at Neumo’s direction
- Support for interfaces or third-party products
- Support of the technological environment in which the System is installed
- Support for System issues arising out of Client operating system changes
- Support for hardware or Client owned equipment.
- On-Site Support
- Data Extraction Services

## D. ASSUMPTIONS

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1. The Services set forth in this Schedule A will be performed remotely.
2. Neumo does not guarantee a specific resolution of any or all reported Defects and proposed resolutions may consist of a fix, temporary workaround, or other responses Neumo deems reasonable. Neumo resources will be assigned to the most critical Support tickets first.
3. Neumo is not required to provide any Support occasioned by neglect or misuse of the Systems or equipment, or unauthorized alterations or modifications of the Systems.
4. Subject to the changes provision and upon Client's written request, Neumo may (but has no obligation to) agree to provide Out of Scope Services on a time and materials basis, subject to Client agreeing to pay Neumo's then current fees and charges, including, as applicable, travel and other expenses.
5. Availability of and access to Updates shall not be construed to entitle Client to new options or features that are sold separately and that are not direct additions to the System to which Customer has a term license pursuant to the Agreement.
6. Client agrees to be responsible for purchasing, installing, and managing all necessary anti-virus protection software and anti-virus software updates on any Client-owned servers and workstations.
7. Client is responsible for providing high speed connection to the internet (DSL, cable, or other service) of sufficient bandwidth. Client shall engage their IT staff to troubleshoot connectivity issues that arise.

**(END OF SCHEDULE A)**

**SCHEDULE B**  
**STATEMENT OF WORK FOR DIGITAL PROCESSING SERVICES**

This Schedule B - Statement of Work for Digital Processing Services (“Schedule B”) is incorporated into the IT Software and Services Agreement with the Effective Date of May 26, 2026 (the “Agreement”) between **Neumo Enterprise Solutions, LLC** f/k/a Avenu Government Records Services, LLC (“Neumo”), and Town of Georgia, a government entity in the State of Vermont (“Client”). Unless defined otherwise in this Schedule B, all capitalized terms shall have the meanings set forth in the Agreement.

**A. SCOPE OF SERVICES**

During the Term of the Agreement and subject to payment of the fees set forth in Section B below, Neumo will perform the following **selected** Digital Processing Services. Client may modify its selection for Digital Processing Services via sales order or an amendment to the Agreement.

- |   |   |
|---|---|
| X | <p><b>1. Image to Film and Duplication – 16mm Film Creation</b></p> <ul style="list-style-type: none"> <li>• Upon request from Client, on a quarterly or monthly basis, Neumo will procure from Client the most recently recorded images via electronic file transfers or Client-sent USB drive and create microfilm for images where the original image file is 11” x 17” or less in size and is a bitonal TIF. Image to Film services will be provided for documents recorded into a Neumo system during the Term of this Agreement.</li> </ul> |
|---|---|

**B. FEES**

Year 1 Fees for the Services set forth in this Schedule B will be based on the following pricing/invoicing schedule. Fees will increase by 5% on an annual basis, escalated on the anniversary of the Effective Date of this Agreement.

PRICING / INVOICING MATRIX				
Service		Year 1 Fee	Code	Invoicing
A.	Image to Film – maximum 4,000 frames per roll <b>(16mm)</b>	\$.15 per frame	GR000297	Upon delivery
	Image to Film – maximum 1,400 frames per roll <b>(35mm)</b>	\$.50 per frame	GR000048	Upon delivery
	• Diazo Duplication of 16mm Roll Film	\$85.00 per duplicate roll	GR000304	Upon delivery
	• Silver Duplication of 16mm Roll Film	\$105.00 per duplicate roll	GR000058	Upon delivery
B.	Print Archival Documents	\$1.75 per frame scanned or printed (25% linen punched to spec)	GR000026	Upon delivery
C.	Index Reports			
	• Index Report	\$.10 per PDF	GR000040	Upon delivery of Report

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	Electronic PDFs	page		via email
	<ul style="list-style-type: none"> <li>Index Report Print to Paper</li> </ul>	\$ .35 per page printed	GR000303	Upon shipment of Report
D.	Index Verification per document	\$.75 per document	GR000028	Monthly in arrears based on actual volume. If paying monthly flat fee, invoiced monthly in advance.
E.	Full-Service Indexing	Pricing upon request	GR000024	Monthly in arrears based on actual volume. If paying monthly flat fee, invoiced monthly in advance.
F.	Map Services– includes microfilming, conversion, indexing, linking/loading to System	\$15.00 per map	GR000002	Upon delivery
G.	Film Storage			
	<ul style="list-style-type: none"> <li>Film Storage in Neumo’s Vault</li> </ul>	\$5.00 per roll annually	GR000005	Annually, in advance
	<ul style="list-style-type: none"> <li>Film Storage – Additional Rolls <i>(Added during Term of Agreement)</i></li> </ul>	\$5.00 per roll annually	GR000005	Annually, in advance.
	<ul style="list-style-type: none"> <li>Film Retrieval First Roll per Request</li> </ul>	\$100.00 per first roll	GR000003	Upon shipment of film
	<ul style="list-style-type: none"> <li>Film Retrieval Subsequent Rolls per Request</li> </ul>	\$15.00 per roll	GR000004	Upon shipment of film
	<ul style="list-style-type: none"> <li>Microfilm Document Reprints / Record retrieval, first image</li> </ul>	\$3.00 per image	GR000006	Upon delivery
	<ul style="list-style-type: none"> <li>Microfilm Document Reprints from retrieval, additional images</li> </ul>	\$1.75 per document	GR000026	Upon delivery
<i>All shipping charges at Client’s Expense</i>				

## C. ASSUMPTIONS

- Client will provide or purchase any and all supplies: book binders (with or without embossing), posts, flysheets, compact book binders (with or without embossing), linen paper, laser printer paper, receipt paper, electricity, magnetic media for backups and image extractions, pick rollers and pad assemblies for scanners, cabling requirements, Internet access, and any other miscellaneous supplies needed. Supplies can be purchased via the following Neumo link: <https://neumo.com/records-supply-order-form/>
- Client will provide document reception and preparation and will input all instruments for fee collection, indexing, and imaging purposes.

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3. Client will create any record books.
4. Client is responsible for all shipping charges, which will be billed to the Client as incurred.
5. Client will have ten (10) business days after notification by Neumo that a portion of the Services are complete and ready for acceptance to inspect and accept or decline that portion of the Services. If Client declines to accept all or any part of the Services, Client will provide Neumo a written description of the deficiencies and a reasonable opportunity to cure those deficiencies. Client will indicate acceptance of the Services in writing, via email, to Neumo. However, if Client fails to accept or decline the Services and deliver a written list of deficiencies to Neumo within ten (10) business days after receipt of notice of delivery, the Services will be deemed to have been accepted by Client.

**(END OF SCHEDULE B)**