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Master Software and Services Agreement

This Master Software and Services Agreement No. NJS-C100978-2025110 (the "Master Agreement") is entered into as of **January 1, 2026** ("Effective Date") by and between **Neumo Justice Systems, LLC**, a Delaware limited liability company having its principal office at 5860 Trinity Parkway, Suite 120, Centreville, Virginia 20120, including if and where applicable its Affiliates ("**Neumo**") and the **County of Monterey,** a political subdivision of the State of California ("**Customer**"). Neumo and Customer may be referred to herein as each a "Party" or collectively, the "Parties". By executing an Order or accessing and/or using Neumo Services, Customer agrees to be bound by terms and conditions set forth herein. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, NEUMO WILL NOT AND DOES NOT AGREE TO THE PROVISION OF ITS SERVICES.

1.   DEFINITIONS.

Capitalized terms used herein shall have the meanings set forth below (additional terms may be defined in subsequent sections).

- o "Access Credentials" means any use name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services

- o "Agreement" means this Master Agreement, all Orders, and all properly incorporated attachments, addendums, or exhibits to the foregoing.

- o "Affiliate" means with respect to a Party hereto, any person or entity that controls, is controlled by, or is under common control with such Party, where "control" means ownership of fifty percent (50%) or more of the outstanding voting securities.

- o "Application" means the object code version of Neumo's proprietary software program or tool, including any ancillary data files, modules, libraries, any embedded third-party components and copies of any of the foregoing or portions thereof, as well as any integrations, Customizations, or related interfaces that may be identified at the Order level. The deployment model for each Application is set forth at the Order level.

- o "Capacity" means the number of licenses, number of Users, number of instances, number of transactions, storage capacity, size of the system, server limitations, port limitations, and/or or any other capacity limitation for the Application, as defined in an Order (when applicable).

- o "Customization(s)" means those changes to Application features and/or functionality which require modification to the underlying software code. Configurations are not Customizations.

- o "Customer Data" means any data or other information which is provided to Neumo by Customer or Users (directly or indirectly) in connection with the Services, including data collected/stored/transmitted within the Application.

- o "Customer Personal Data" means any Customer Data which (i) qualifies as "Personal Data" "Personal Information" "Personally Identifiable Information" or any substantially similar term under applicable privacy laws and (ii) is processed by Neumo on behalf of Customer in connection with the Services.

- o "Defect" means an error or malfunction causing an Application to not function in accordance with the Documentation.

o "Fees" means, as set forth in or more Orders, the amount(s) to be paid to Neumo by Customer for the provision of Services.

o "Neumo Technology" means the Services and Documentation (excluding Third Party Items), and all other intellectual property provided to Customer or any authorized User in connection with the foregoing (including but not limited to, Neumo Software and related Support, technical information, designs, specifications, drawings, records, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works, written, oral, or otherwise expressed), and any intellectual property conceived or acquired by Neumo, or its employees, authorized agents or subcontractors in connection with the foregoing, including derivative works and Customizations.

o "Order" means an ordering document for Services that properly incorporates this Agreement as controlling (including, but not limited to, a sales quote, statement of work, purchase order, such other similar document)and that is either dually executed by authorized representatives of both Customer and Neumo or is otherwise accepted as provided herein.

o "Personal Data" means any Customer Data which qualifies as "Personally Identifiable Information" or "Personal Health Information" or any substantially similar term under applicable privacy laws and regulations.

o *"Professional Services"* means the implementation, advisory, consulting, training, management, development, and or administration, services to provisioned by Neumo pursuant to an Order.

o "Services" means the collective solution(s)/offerings provided to Customer by Neumo under this Agreement (such as Software, Support, and/or Professional Services), as specified in one or more Orders. Services may include Third Party Items.

o "Software" has the same meaning as an Application.

o "Subscription Term" means, as set forth in each Order, the period during which Neumo grants Customer the right to access, use, and/or receive Services.

o "Support" means the Software maintenance and support services provided by Neumo for during the Subscription Term, as set forth in an Order. Support is separate and distinct from Professional Services.

o "Third Party Items" means any third-party software, hardware, items or services which are provided to Customer under an Order and which are not imbedded in Neumo Technology.

o "Updates" means all software releases to the baseline Application that Neumo provides to its customers as part of Support, which may include enhancements, improvements, bug fixes, and patches. For avoidance of doubt, Updates are separate and distinct from Customizations.

o "User" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to the Agreement and (ii) for whom access to the Services has been purchased pursuant to the Agreement.

2. **ACCESS RIGHTS AND USAGE RESTRICTIONS**

A. **Access and Use Rights.** Subject to, and conditioned on, Customer's payment of Fees due and compliance with all other terms and conditions of the Agreement, Neumo hereby grants Customer a non-exclusive, non-transferable (except as provided for in Section 2(B) below) right to access and use the Services during the Subscription Term, solely for use by Users in accordance

with the terms and conditions of the Agreement. Such use is limited to Customer's internal use. Neumo shall provide Customer with the necessary network links or connections required to access or use the Services. Customer understands that in the provision of Services hereunder, Neumo will not ship physical copies of any Software.

B.   Affiliates.   Unless otherwise specified at the Order level, Customer may allow its Affiliates or subcontractors to use the Services for Customer's and the Affiliates' internal business operations; subject to: (1) the applicable Capacity; (2) the Affiliate or subcontractor not being a direct competitor to Neumo; (3) Customer ensuring that such Affiliate or subcontractor complies with the terms of this Agreement; and (4) Customer terminating an Affiliate's or a subcontractor's rights to use and access the Services immediately after the Affiliate or subcontractor ceases being an Affiliate of or a subcontractor to Customer. Notwithstanding anything in this Agreement to the contrary, Customer remains primarily liable for any breach of this Agreement caused by any Users, including any of its Affiliates or subcontractors.

C.   Third Party Items. Customer shall only use Third-Party Items in association with its use of the Neumo Technology provided under a corresponding Order. For purposes of the Agreement, Customer acknowledges Third-Party Items may be subject to their own terms and conditions (the "Third Party Terms"). When applicable, Neumo will either: (i) include Third Party Terms in the Order; (ii) indicate that the Customer must execute Third Party Terms through a separate agreement with the provider of the Third-Party Item(s); or (iii) provide Third-Party Terms separately in a different manner. If Customer does not agree to abide by the Third-Party Terms for the applicable Third-Party Item(s), then Customer should not install or use such Third-Party Item(s). If the Third-Party Terms conflict with any provision of this Agreement, the Third-Party Terms will prevail as it relates to the corresponding Third-Party Item. If Neumo notifies Customer that a Third-Party Item can no longer be used or provided, Customer will cease use of such Third-Party Item in accordance with Neumo's notification (and Neumo will, as applicable, use reasonable efforts to provide a replacement). Customer acknowledges Neumo's Services may have embedded third-party functionality/components that are not separated identified as Third Party Items.

D.   Use Restrictions. Customer shall not (i) make the Services available in any manner to any third party for use in the third party's business operations; (ii) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services; (iii) access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (iv) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services or Neumo Technology available to any third party other than as expressly permitted by this Agreement. Further, Customer is prohibited from (i) removing, obscuring, and/or modifying any proprietary marking or other notices related to the Services; (ii) publicly disseminating performance information regarding the Services; (iii) using the Services to create, use, send, store or run viruses or other harmful computer code, or engaging in any other malicious act that disrupts the security, integrity or operation of the Services; (iv) using the Services to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property

rights (including the rights of publicity or privacy) without first obtaining the permission of the owner; (v) using the Services unlawfully or in any manner which violates any applicable law or regulation; or (vi) using the Services in a manner that temporarily or permanently alters, erases, removes, copies, modifies, halts or disables any Neumo or third party data, software or network. Neumo's 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 physical property or environmental damage (collectively "High Risk Use"). Customer is not licensed or authorized to use the Services in conjunction with High Risk Use.

E.   SUSPENSION. Notwithstanding anything to the contrary in the Agreement, Neumo may temporarily suspend Customer's and any User's access to any portion or all of the Services if: (i) Neumo reasonably determines that there is a threat or attack on any intellectual property rights to Neumo Technology (as set forth herein) or to Third Party Items, if Customer's or any User's use of Services disrupts or poses a security risk to the business operations of Neumo, its partners, or other customers; if Customer, or any User, is using the Services for fraudulent or illegal activities; or if Neumo's provision of Services to Customer or any User is prohibited by applicable law; (ii) any vendor of Neumo has suspended or terminated access to, or use of, any Third Party Items or any other third-party services or products which may be required for Customer to access the Services; or (iii) for failure to pay Fees (each a "Service Suspension"). Neumo shall use reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Neumo shall use commercially reasonable efforts to resume providing access to the Services as soon as possible after the event giving rise to the Service Suspension is cured. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, NEUMO WILL HAVE NO LIABILITY FOR ANY DAMAGE, LIABILITIES, LOSSES (INCLUDING ANY LOSS OF DATA OR PROFITS), OR ANY OTHER CONSEQUENCES THAT CUSTOMER OR ANY USER MAY INCUR AS A RESULT OF A SERVICE SUSPENSION.

F.   Enhancements and Changes Customer's acceptance of Services is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by Neumo with respect to future functionality or features. Customer acknowledges that Neumo may, in its sole discretion, make changes to Neumo Technology or the Services as deemed necessary or useful to: (i) maintain or enhance the quality or delivery of its offerings to its customers or the competitive strength of, or market for, Neumo products or services; or (ii) to comply with applicable law, statutes or requirements. Neumo reserves the right to deploy Updates and/or make changes to Neumo Technology at any time.

G.   Customer Responsibilities.
i. General. Customer is responsible for: (i) purchasing, installing, and managing all necessary hardware and the needed anti-virus protection software for any Customer-owned workstations.; (ii) maintaining confidentiality of the administrator and user logon identifications, passwords and account information; (iii) verifying the accuracy, quality, integrity and legality of Customer Data and of the means by which Customer acquired it; (iv) determining whether the Services or information generated using the Services is sufficient for its purposes and (v) ensuring that its use of the Services complies with all applicable laws and regulations. Customer is responsible and liable for all uses of

the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement. Without limiting the generality of the foregoing, Customer acknowledges and understands it is responsible for all acts and omissions of Users, and that any act or omission by a User that would constitute a breach of the Agreement if taken by Customer shall be deemed a breach of the Agreement by Customer. Customer shall use reasonable efforts to make all Users aware of the Agreement's provisions as applicable to the use of the Services. Neumo's responsibilities do not extend to Customer's internal management or administration of the Services and Customer understands it is responsible for managing access to User accounts. Customer will promptly notify Neumo of any unauthorized use of or access to the Service and agrees to take all steps reasonably necessary to terminate such unauthorized access or use (including assisting Neumo with any actions it takes to prevent or terminate such unauthorized use).

ii. Access Credentials and Customer Systems. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any User in connection with the Services; (c) Customer's internal information technology infrastructure, including computers, software, databases, electronic systems, program and networks ("Customer Systems") that are used by Customer in conjunction with any Neumo provided Services; (d) the security and use of Customer's and its Users' Access Credentials; and (e) all access to and use of the Services, directly or indirectly by or through the Customer Systems or its or its User' Access Credentials, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials (b) protect against any unauthorized access to or use of the Services; and (c) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Services.

3. **NEUMO SERVICES**

A.   **Hosting.** Hosting specifications for Neumo hosted Applications shall be designated at the Order level.

B.   **Support.** Application specific Support details shall be designated at the Order level. Customer understands and acknowledges that any Customer reported Software problems or issues which do not meet the "Defect" criteria set forth in the Agreement, are expressly excluded from the scope of Support and troubleshooting such issues will require the provision of (separately priced) Professional Services. For avoidance of a doubt, a "Defect" does NOT include Software problems or issues occasioned by (i) neglect or misuse of the Services by the Customer or its Users; (ii) unauthorized Software changes or Customizations, including modifications made by anyone other than Neumo or a person acting at Neumo's direction; (iii) Customer's failure to implement prior mandatory Software Updates or (iv) Customer Systems. Support specifically excludes (i) on-site assistance; (ii)assistance with administrative functions; and (iii)

technical assistance with Customer Systems. Customer shall cooperate with Neumo in providing network access, computer time, information, personnel, and facilities as may be necessary for Neumo to troubleshoot Customer reported Defects.

C.   Professional Services. The scope and Fees for Professional Services shall be designated in each applicable Order. Professional Services may include, implementation services, training, integration/development services, and/or other technical, consulting, or advisory services (including troubleshooting Customer reported Software problems which are not Defects). Customer will timely provide Neumo personnel with all reasonably requested information, data, materials, system access, and decisions as may be required for delivery. If a Customer delay impacts Neumo's ability to perform Professional Services in accordance with the applicable Order/statement of work specifications, Neumo may issue a change order reflecting Neumo's revised costs, Fees, and/or Expenses, and/or modified performance schedule.

4.   FEES, INVOICING AND PAYMENT.

A.   Fees and Compensation. Fees for Services shall be set forth at the Order level. Except as otherwise set forth in a particular Order, all payment obligations are non-cancelable, and Fees paid are non-refundable.

B.   Invoicing and Payment.

i. Invoices. Each Order will specify applicable invoicing and billing schedule for Fees and payments due. Fees may be charged on a one-time or re-occurring basis.

ii. Expenses. Customer shall reimburse Neumo for travel, lodging, meal, and other reimbursable costs and expenses (collectively "Expenses") reasonably incurred by Neumo in providing the Services. Expenses will be invoiced to the Customer in arrears and billed in accordance with Neumo's standard billing practices.

iii. Taxes. Fees for Services are exclusive of applicable any sales, use, import/export, value add taxes, or other tax, tariff or similar governmental or regulatory fees ("Taxes"). Neumo acknowledges that government agencies are generally exempt from such Taxes, however, in the event Neumo is required to procure goods or services from third-party vendors on behalf of the Customer to fulfill its obligations under an Order, Customer understands that its tax-exempt status (if applicable) may not extend to Neumo for such third-party purchases. If Neumo is unable to obtain a valid tax exemption from a third-party vendor for any items or services it purchases on the Customer's behalf, Customer agrees to reimburse Neumo for any Taxes it is assessed on such third party purchases, For the sake of clarity, Taxes do not include any taxes based on Neumo's net income. Customer agrees to provide Neumo with a valid tax exemption certificate upon request.

iv. Payment Terms. Unless noted otherwise in a particular Order, payment terms for all invoiced Fees are net thirty (30) days from invoice receipt. Subject to paragraph (iii) above, Customer shall be

responsible for payment of applicable Taxes, as itemized on Neumo's invoices. Customer's payment obligations to Neumo under each Orders shall survive expiration or termination thereof. Late payments are subject to 1.5% monthly interest.

C. **Invoice Dispute**. If Customer disputes any portion of an invoice (only to the extent invoiced Fees are for Services are tied to specific delivery milestones and expressly set forth in a corresponding Order), Customer shall submit written notice to Neumo regarding the disputed amount and documentation supporting the alleged billing error (each such notice, a "Fee Dispute Notice"). A Fee Dispute Notice must be submitted to Neumo within twenty calendar (20) days from the date the invoice at issue is received by the Customer. Customer waives the right to dispute any invoiced charges after this time twenty (20) day period. The Parties agree to first attempt to resolve any such Fee dispute through good-faith negotiations for period o no less than sixty (60) calendar days before pursuing other remedies available under this Agreement or by law.

D. **Non-Payment.** If Customer fails to timely remit payments in accordance with the terms herein, then Customer shall also be liable for any additional expenses/costs Neumo incurs in pursuing payment for such 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; upon reasonable notice to Customer, Neumo may suspend providing any Service for Customer's failure to timely pay any amount due that is not disputed in accordance with paragraph (c) above.

E. **Inspection Rights**. Customer will maintain relevant records to substantiate the payments made under this Agreement, and its compliance with its obligations in this Agreement. Such records will be retained during the Subscription Term and for one year after the expiration or termination of this Agreement. Upon Neumo's written request issued at least thirty (30) days in advance and no more than once per calendar year, Customer will make its records available to Neumo or its designee for an inspection. The inspection will be conducted during normal business hours and will not unreasonably interfere with Customer's business. If the inspection reveals underpayment to Neumo, any underpayment amount shall be payable within thirty (30) days of the date of an invoice for such amount.

5. **TERM AND TERMINATION**.

A. **Term.** This Agreement commences on the Effective Date and shall remain in effect as long as there is an active Order ("Term"). Each Order will define the Subscription Term for ordered Services.

B. **Termination for Breach.**

i. Default Conditions with Notice. In the event either Party materially breaches its obligations under a particular Order, the other Party shall provide the defaulting Party with a written "Default Notice" describing the breach condition(s) and required remedy Upon receipt of the Default Notice, the breaching Party shall have a period of sixty (60) calendar days (or another mutually agreed upon timeframe) to cure the breach; if the breaching Party fails to remedy the default condition within the designated cure period, the non-breaching Party may, upon written notice, immediately terminate

the corresponding Order for default (as applicable). A notice of termination pursuant to this paragraph shall cite this provision and specify the date on which the termination becomes effective.

ii. Immediate Termination. Either Party may, upon written notice to the other Party, terminate this Agreement, including all active Orders, if the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such petition or proceeding is not dismissed within sixty (60) days of filing.

D. Effect of Termination or Expiration

i. Upon termination or expiration an Order, Customer and all Users shall cease all use of the corresponding Services.

ii. This Master Agreement shall remain in effect notwithstanding the termination or expiration of any individual Order, and the termination or expiration of any single Order shall not be deemed to be a termination or expiration of this Master Agreement or any other Order. The Parties agree that all rights, duties, and obligations under this Master Agreement, including but not limited to terms concerning payment, delivery, warranties, indemnification, intellectual property, confidentiality, and limitations of liability, shall survive and continue until all Orders are fully satisfied or concluded.

iii. Unless expressly specified otherwise at the Order level, Customer acknowledges that it will not have access to Customer Data through Neumo or its Applications following the expiration or termination of a Subscription Term, provided however the Customer may, upon written notice to the Neumo at least thirty (30) calendar days prior expiration or termination of the Subscription Term, request Neumo provide assistance with extracting Customer Data ("Data Extraction Support") from the Applications; if such support is requested, Transition Support will be provided to the Customer at Neumo's then prevailing rates, and in accordance with the timeframes mutually agreed to by the Parties. Customer agrees Neumo shall have no obligation to (i) extract Customer Data or (ii) retain or extract Customer Data after the expiration or termination of a Subscription Term, except as otherwise prohibited by law or set forth in this paragraph.

6. DATA RIGHTS

A. General. Customer acknowledges that, as between Customer and Neumo, Neumo owns all right, title, and interest, including all intellectual property rights, in and to Neumo Technology and, with respect to Third-Party Products, the applicable third-party licensors own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Items.

B. Neumo Technology. Neumo Technology shall remain the sole and exclusive property of Neumo and 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. Subject to Customer's payment of all Fees due hereunder, Neumo grants Customer a limited, non-exclusive, royalty-free, non-sublicensable, non-transferable license (except as specifically permitted in this Agreement), to use those elements of Neumo

Technology embodied in its Services and deliverables, if any, in Customer's ordinary course of business, solely as so embodied. Customer shall not take any action that jeopardizes Neumo's intellectual property rights in the Neumo Technology, nor assume or acquire any right in the Services except the limited-use rights specified in this Agreement. All rights not expressly granted to Customer in this Agreement are reserved exclusively to Neumo and if applicable, its third-party suppliers. For avoidance of doubt, the Services under this Agreement 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 the termination of this Agreement.

C. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Neumo by mail, email, telephone, or otherwise, suggesting or recommending changes to the Neumo Technology or the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("*Feedback*"), Neumo is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Neumo on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Neumo is free to use, without any attribution or compensation to any Party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Neumo is not required to use any Feedback.

D. Customer Data. Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer represents to Neumo that (i) Customer will comply with all applicable laws in its use of the Services (including, if applicable, laws governing the protection of Personal Data) and (ii) Customer has provided all disclosures and obtained all necessary rights, consents and permissions to collect, share and use Customer Data as contemplated in this Agreement (including granting Neumo the rights herein) without violation or infringement of (a) any third party intellectual property, publicity, privacy or other rights, (b) any laws, or (c) any terms of service, privacy policies or other agreement governing Customer accounts with third-parties. To the extent Customer Data includes Personal Data of a third party, Customer represents and warrants that it has obtained that Personal Data pursuant to applicable data protection laws and has obtained all necessary authorizations and consents with respect to its intended use of such information.

D.   License to Use Customer Data. Customer is solely responsible for securing and maintaining all rights needed for Neumo to provide the Services. Subject to the confidentiality obligations set forth herein, Customer 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 Customer, a non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use Customer Data to provide the Services to Customer and, as necessary or useful to monitor and improve the Services. All rights, title and interest in and to Customer Data are, and shall remain, the property of Customer and/or its Users and all intellectual property rights in Customer Data are and will remain the property of Customer or Users.

E.   Usage Analytics. Neumo may generate and collect certain non-identifiable, aggregated information

and/or statistics (i.e., script data, test data, search terms, login frequency, etc.) related to Customer's use of the Services and the performance of Neumo Technology (the "Usage Analytics"). Usage Analytics refers to data that is in de-identified form, stripped of any personal identifiers and any other data that could be used to identify Customer, its users or any specific persons. Customer acknowledges that Neumo may collect, process, and use Usage Analytics, in any manner, to provide and improve Services and for any other legitimate business purposes. Neumo is, and shall always remain, the exclusive owner of Usage Analytics.

7.   WARRANTY.

A.   Limited Warranty.

i. General. Each Party hereto represents and warrants that it has the legal power to enter into this Agreement.

ii. Customer Warranty. Customer warrants that (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by the Application and the Services; (ii) the provision and use of Customer Data as contemplated by this Agreement does not and shall not violate any Customer's privacy policy, terms-of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to.

iii. Neumo Warranty. Neumo warrants that the Services will be performed in a timely, professional and workman-like manner in accordance with industry standards, and with a degree of care, skill and expertise as is required for the provision of services of a similar nature; and that is Neumo will not knowingly introduce into the Services software viruses, worms, Trojan horses or other code, files, scripts, or agents intended to do harm.

B.   Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTIES STATED IN SECTION 7(A)(iii) ABOVE, NUEMO TECHNOLOGY AND SERVICES ARE PROVIDED "AS IS" AND CUSTOMER'S USE OF THEM IS AT ITS OWN RISK. NEUMO DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, AND CUSTOMER 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 THE CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPED OR ERROR FREE, NOR DOES NEUMO WARRANT THAT IT WILL REVIEW CUSTOMER DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN CUSTOMER DATA WITHOUT LOSS. NEUMO SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OF NEUMO'SREASONABLE CONTROL. NEUMO DOES NOT WARRANT THAT ERRORS, DEFECTS, OR INEFFICENCIES WILL BE CORRECTED AND ASSUMES NO LIABLITY FOR FAILURE TO DO SO. NEUMO MAKES NO WARRANTY, AND CUSTOMER ASSUMES THE ENTIRE RISK, AS TO THE INTEGRITY OF THE RESULTS, CAPABILITIES, SUITABILITY, USE NON-USE, OR PERFORMANCE OF THE SERVICES. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

8. <u>**INDEMNIFICATION.**</u>

A. **Neumo Infringement Indemnity**. Neumo shall defend Customer from and against any third-party claim, suit, or proceeding made or brought against the Customer alleging that Neumo Technology, when used as authorized under this Agreement, infringes on a patent, copyright, or trademark of such third party ("Infringement Claim"). Further Neumo 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 any such Infringement Claim. If Customer's use of Neumo Technology is (or in Neumo's opinion is likely to be) enjoined, if required by settlement, or if Neumo determines such actions are reasonably necessary to avoid material liability, Neumo may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using the infringing items; or if (a) and (b) are not commercially reasonable, (c) terminate the corresponding Services and if applicable, refund to Customer the pro-rated portion of Fees previously paid (if any) such terminated Services. The foregoing indemnification obligation of Neumo shall not apply: (1) if Neumo Technoogy is modified by any party other than Neumo, but solely to the extent the alleged infringement is caused by such modification; (2) if Neumo Technology is combined with products, processes, or services 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) Infringement Claims related to Customer Data provided under this Agreement; or (5) if Customer settles or makes any admissions with respect to an Infringement Claim without Neumo's prior written consent. THIS SECTION 8(A) SETS FORTH NEUMO'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGMENT CLAIM RELATED TO NEUMO TECHNOLOGY OR THE SERVICES.

B. **RESERVED**

C. **Customer Indemnity**. Customer shall indemnify, defend and hold harmless Neumo and its affiliates and their respective directors, officers, employees, and agents from and against any and all losses arising out of or resulting from any third party claims brought against Neumo which are related to the infringement and/or misappropriation of intellectual property rights with regard to any Customer Data, or other material, data or content provided to Neumo by the Customer.

D. **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 opportunity to have 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.

9. **LIMITATIONS 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 CUSTOMER'S VIOLATION OF NEUMO'S INTELLECTUAL PROPERTY RIGHTS, 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.

B. **Liability Cap.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEUMO'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO CUSTOMER'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INTITIAL TERM OF AN ORDER, THE AMOUNTS ACTUALLY PAID TO NEUMO UNDER SUCH ORDER DURING THE TWELVE (12) MONTHS PERIOD PRECEEDING THE FIRST EVENT GIVING RISE TO LIABILITY; OR (ii) DURING ANY RENEWAL TERM OF AN ORDER, THE THEN-CURRENT PAYABLE L FEES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO INDEMNITY CLAIMS DESCRIBED IN SECTION 8 ABOVE. FOR THE AVOIDANCE OF DOUBT, THE PRECEDING LIMITATION OF LIABILITY SHALL NOT AFFECT CUSTOMER'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 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.

10. **CONFIDENTIALITY.**

A. **Nondisclosure of Confidential Information**. For purposes of this Section, "Confidential Information" means information that is disclosed by one Party ("Discloser") to the other ("Recipient") which is either marked or designated as confidential at time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Recipient shall not use Confidential Information for any purposes other than fulfilling its obligations under this Agreement and will limit dissemination of Confidential Information to employees or agents of Recipient who have a need to know such information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Discloser's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or

proprietary information of a similar nature and with no less than reasonable care.

B.   Exceptions. Recipient's confidentiality obligations under this Section 10 do not apply to any information that: (a) was previously known Recipient without obligation of confidentiality ; (b) was disclosed to Recipient by a third party without any restrictions on disclosure; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to or use of Discloser's Confidential Information. In addition, it is not a breach of this section to disclose Discloser's Confidential Information to the extent that such disclosure is (i) approved in writing by Discloser, (ii) necessary for Recipient to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body or in connection with a financing or similar transaction ("Legal Procedure"), provided that Recipient notifies promptly Discloser of the required disclosure, if allowed by Legal Procedure, and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

C.   Remedy. Any unauthorized copying, transfer, or use of Confidential Information by the Recipient may cause irreparable injury to the Discloser that may not be adequately compensated by monetary damages and the Discloser shall be entitled to seek equitable relief, including injunctive relief, with bond waived, against the Recipient as a remedy for any material breach of this Section. In addition to equitable relief, the Discloser may pursue any and all legal and contractual remedies available.

11.   GENERAL PROVISIONS

A.   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.

B.   **Force Majeure**. "Force Majeure Event" means an event that is beyond the reasonable control of the affected Party, is not due to the fault or negligence of the affected Party, and that renders the performance of the affected Party's obligations under this Agreement impossible, illegal, or commercially impracticable. Such events shall include, but not be limited to: acts of God (e.g., fire, flood, earthquake, extreme weather); war, terrorism, civil strife, or rebellion; widespread epidemic or pandemic; and government action, regulatory changes, or judicial decrees that prohibit performance. If a Force Majeure Event occurs the affected Party shall immediately give written notice to the other Party, describing the nature, effect, and anticipated duration of the event and its performance obligations (excluding payment obligations) shall be suspended to the extent and for the duration that performance is prevented by the Force Majeure Event. The affected Party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance of its obligations promptly.

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 particular invalid or unenforceable provision or provisions, and the rights and obligations of Customer and Neumo shall be construed and enforced accordingly.

F.   Subcontracting and Assignment. Client acknowledges that Neumo may: (i) use subcontractors to provide Services; and (ii) 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 the assignee agrees in writing to be bound by the terms and conditions of this Agreement). In the event a successor in interest to Avenu is assigned or transferred this Agreement, Neumo shall endeavor to provide timely notice of such assignment to Customer. Except as provided for in this section, neither Party shall assign this Agreement to a third party, without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

G.   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.

H.   Governing Law. This Agreement is governed by the laws of the State of Virginia without giving effect to its conflict of law provisions.

I.   Public Announcements. The Parties shall cooperate to create any and all appropriate public announcements relating to the relationship set forth in this Agreement.

J.   Contractual Notices. With regards to administrative and contractual matters relating to this Agreement, the Parties hereby appoint the below-listed Contractual Representative(s). Any questions regarding the authority of any Neumo personnel shall be referred to Neumo's Contractual Representative or their duly authorized designee(s) for clarification. Unless otherwise specified a particular Order, all notices (including, but not limited to, default or termination notices), requests, or consents required to be given in writing under this Agreement shall be delivery to the points of contract designated below and shall be deemed sufficiently given if sent by USPS 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 one (1) business day after confirmation of delivery, 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 Customer:
Neumo Attn: Contracts 5860 Trinity Parkway, Suite 120 Centreville, VA 20120 Email: contracts@neumo.com With copy to: justin.norton@neumo.com	Treasurer-Tax Collector's Office Attn: Sacramento Villicana. Chief Deputy Treasurer Tax Collector 168 W. Alisal Street, 1*st* Floor, Salinas, CA 93901 Email: VillicanaSV@countyofmonterey.gov

K. **Technical Direction**. Neumo may appoint a primary point of contact for addressing technical requirements and coordinating tasks as required at the Order level, when applicable.

L. **Changes.** A Party may request a modification to this Master Agreement and/or an Order by written request to the other Party specifying the requested changes and other pertinent details. Changes shall be mutually agreed upon by the Parties will become effective via written modification or amendment executed by authorized representatives of both Parties. If and when applicable, additional details regarding the change management process for Services will be specified at the Order level.

M. **Export Control.** Customer shall not export or re-export or allow anyone to access or use the Services outside of the United States without Neumo's express written consent. 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 neither the products nor the Services provided under this Agreement. are exported, directly or indirectly, in violation of applicable laws.

N. **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. Further 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.

O. **Survival.** Any provision of this Agreement that expressly or by implication is intended to survive termination or expiration of an Order, 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.

P. **Order of Precedence**. In the event of a conflict or inconsistency among the documents forming this Agreement, the following order of precedence shall apply, controlling from highest to lowest (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): (1) The terms of the specific Order (including any exhibits or appendices attached thereto); (2) The main body of this Master Agreement; (2) Any addendums or exhibits incorporated by reference into the Master Agreement, including Customer terms.

O.   **Entire Agreement; Counterparts; Electronic Signature**. This Agreement, including any exhibits or schedules incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The Parties agree that this Master Agreement and any other documents/Order to be delivered in connection herewith may be executed and delivered by electronic signature, including but not limited to, using PDF or other electronic transmission methods. An Electronic Signature shall be deemed to have the same legal force and effect as a traditional handwritten signature.

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

Neumo Justice Systems, LLC: **County of Monterey:**

BY: _Paul Colangelo (Nov 26, 2025 17:46:23 EST)_   BY:

NAME: Paul Colangelo   NAME:

TITLE: CEO   TITLE:

SIGN DATE: 11/26/2025   SIGN DATE:

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This Order No. 01 (also referred to herein as the "Order") is entered into on January 1, 2026 ("Order Effective Date") by and between **Neumo Justice Systems, LLC**, including as applicable its Affiliates (hereinafter "Neumo") and the **County of Monterey** ("Customer") under the terms and conditions of Master Agreement No. NJS-C100978-20251110. Unless expressly defined otherwise herein, capitalized terms used in this Order shall have the same meaning provided in the Master Agreement. To the extent this Order conflicts with any provision of the Master Agreement, the terms of this Order shall prevail but solely with respect to the Services detailed herein.

I.   SUBSCRIPTION BASED SERVICES

A. Scope Overview. Table 1 identifies the Software to be provided under this Order, the deployment model, and the permitted Capacity. In the event additional Capacity is required, additional Fees may apply.

Table 1: Subscription Items- Software

Name	Description
RevQ+ - Neumo Hosted Application	Description: Neumo's RevQ+ software permits automation and ongoing management of workflows and accounts. Capacity: 31 Concurrent Users (Total number of Users that may use the Software at one time in all environments)

B. Software Features and Functionality. Table 2 details the Software features, modules and capabilities included in the Customer's subscription under this Order. Any features or Services not expressly marked as being "Included" are considered out of scope, even if not listed in the "Out of Scope" column.

(TABLE 2 ON FOLLOWING PAGE)

Table 2: Included Features

Description	Included	Out of Scope

RevQ –Hosted Application	• One Hosted Production Environment and One Hosted Test Environment (Capacity: 31 Concurrent Users)
	• Payment Plans: Creation of payment plans directly through RevQ user interface
	• Workflow:
	   o Automated generation of daily batch processes for unattended dialing, letter sending
	   o Any user-driven workflows in RevQ user interface
	   o Creation of worklists
	   o Updates of demographic information directly in RevQ user interface.
	• Standard User Interface Configuration:
	• Integration with Outside Collection Agencies using standard import and export formats.
	• Scheduled Jobs and Events – Standard RevQ scheduling utility to manage imports, exports, and letters in RevQ
		• Payment Plans: Integration with outside systems using standard import and export formats.
		• Workflow: Additional data elements that are not available in the workflow interface
		• Custom User Interface Configurations
		• Connections to third party schedulers
		• Direct integration with third-party applications/tools
		• Customizations
		• Credit reporting (reporting out to any bureaus)
		• Interfaces except as set forth in Exhibit A

Analytics Reports Tool	• Standard reports available for self-service, including ability to create report definitions • Capacity: 5 Concurrent Users	• Changes to existing reports, such as changing field names or adding columns • All custom report development
Archive Module	• Standard functionality for Archive Debtors & Accounts for viewing and reporting	• Customizations
Victim Restitution Module	• Standard functionality providing ability to export disbursements to be sent • Standard functionality for Victim in Restitution for viewing and data entry	• Victim Restitution Disbursement: • Printing of Checks
Franchise Tax Board Court Order Debt (FTB/COD) Module	• Standard data exchange functionality providing for ability to send accounts associated with probation, courts, or district attorney-related debts to the Franchise Tax Board for processing	• No Customizations
Tax Intercept Module	• Standard functionality providing ability to intercept non-COD debts, including unsecured property taxes and other department debts. • Supports data exchanges with both the Franchise Tax Board (FTB) and the Court Ordered Debt (COD). • NOTE: Tax intercept updates cannot be completed until the next tax year when the Annual submission has been sent from RevQ.	• FTB & CDSS customizations and migrations

Description	Included	Out of Scope
Client View/Ecliptics Module (Third Party Item)	• Standard data exchange functionality providing view only access of accounts and debtors for clients designated account types.	• No Customizations
Outbound Communications	• Monthly Unattended Messaging Limit: 5,000 • Monthly Outbound Text Messaging Limit: 5,000 • Monthly Neumo Correspond Limit: 6000 (Letters printed and sent by hard copy via mail) • Standard RevQ letter layouts to create multiple letter templates • Standard functionality allowing letters to be emailed and printed inhouse • See Section (II) (C) below for additional details.	• Letter layout customizations • Live/attended phone calls
Inbound Communications	N/A	• Answering inbound Calls • Answering inbound Emails
Skip Tracing (Third Party Item)	• Monthly Limit on SkipTracing Hits: 500 Responses (assumes 10% Hit rate) • Current vendor: LocateSmarter • See Section (II) (C)below for additional details.	• Daily batch retrieval of valid phone numbers and addresses via a contracted service other than LocateSmarter • Loading of skip tracing results into outside system
Payment Services	• Integration with Neumo's preferred payment solution to enable electronic payment capabilities ("Payment Services"). Specific requirements and in-scope configurations for Payment Services will be established and documented during implementation.	• Call Center Payments/ Use of Virtual Terminal for Call Center • IVR (Interactive Voice Response) Payment Processing

C. **Additional Details and Limitations Regarding Application Features**

i. Unattended Messaging. Automated calls to deliver Customer's approved pre-recorded messages to a list of telephone numbers for individual accounts as specified by Customer through the RevQ Software. While Neumo has baseline templates for pre-recorded templates that can be leveraged/modified by the Customer, the Customer is solely responsible for authoring, approving, and providing to Neumo (in writing) messaging scripts that meet its needs (including, but not limited to, ensuring the script complies with application laws and regulations). To start an Unattended Messaging campaign, Customer shall provide its approved script to Neumo, in writing, for recording. In addition to the monthly capacity limitations set forth in Section (II) B above, the following limitations apply:

- Customer may only place calls between the hours of 9 a.m. and 8 p.m. in an individual's time zone, up to 1 call per individual per week for up to 12 weeks.

- Customer may only place calls to cell phone numbers where Customer has obtained prior express consent to call that number.

- Customer may only place calls to telephone numbers in the 48

continental/contiguous states of the United States.

ii. Texting Services. Functionality allowing text messages to be sent to a list of cellular telephone numbers for individual accounts for individual accounts as specified by Customer through the RevQ Software. The Texting Services provide a short message service ("SMS") that permits the use of Long Codes to facilitate texting of messages between a Customer and an individual based on a defined list of keywords and associated messages with those keywords. "Long Code" means a dedicated 10-digit phone number for Customer to which a consumer can direct text messages to and from which an individual can receive a return text Customer acknowledges that Neumo may provide Customer with a defined set of keywords and a defined set of response templates associated with those keywords. Aside from inserting Customer identification information where permitted, Customer may not modify these defined keywords and response templates, and Customer shall not send any other content through the Texting Services other than the response templates. Customer must provide contact information (including but not limited to telephone number and website URL, etc.) for Consumer texting requests or Customer's terms and conditions of the Texting Services. While Neumo has baseline templates for text messages that can be leveraged/modified by the Customer, the Customer is solely responsible for authoring, approving, and providing to Neumo (in writing) text messaging scripts that meet its needs (including, but not limited to, ensuring the script complies with application laws and regulations). In addition to the monthly capacity limitations set forth in Section B above, the following limitations apply:

- Customer may only initiate texts between the hours of 9 a.m. and 8 p.m. in an individual's time zone, up to 3 texts per individual per week.

- Customer may only text to cell phone numbers in the 48 continental/contiguous states of the United States.

iii. Email. Customer may initiate email messages through the RevQ Software. While Neumo may provide templates of email messages to use, Customer shall modify or provide Customer's own authored templates so that it meets Customer's needs and complies with all applicable laws and provide written approval of the template to Neumo. Customer must have and configure its own email server in order to use this functionality.

iv. Skip Tracing/Data Services. Neumo uses third party tools to provide skip tracing services and may transmit limited Personal Information to Neumo's third-party data providers on Customer's behalf for the purposes of obtaining addresses, telephone numbers, and screening for telephone numbers identified as cellular telephones for Customer's provided accounts. Customer acknowledges that the information that is returned comes from public resources and neither Neumo nor its third-party data providers guarantee the accuracy of the information. Customer is required to use skip tracing/data services to use the unattended messaging functionality of the RevQ software. In order to receive skip tracing/data services, Customer may be required to enter into an end user license agreement with Neumo's third-party data provider .

v. Payment Services. Payment Services are subject to the terms and conditions set forth in the Payment Services Addendum attached hereto as Exhibit C (the "Payment Terms"). The Payment

Terms are hereby incorporated by reference into this Order and made an integral part hereof. Customer understands and acknowledges Payment Services are provided by Neumo (including its agents and respective Affiliates) and other third parties including banks (i.e., acquiring bank, sponsor bank), major card networks/associations, and Neumo's designated payment processor (the "Payment Partner(s)"). Payment Services are conditioned upon Customer's acceptance of the Payment Terms.

D. Availability. Neumo shall use commercially reasonable efforts to (i)ensure that the Application achieves 99.5% Availability each calendar month, excluding Maintenance Downtime; and (ii) when feasible, provide Customer with advance written notice of planned Maintenance Downtime and related activities. Availability targets set forth herein shall not apply to the extent performance or Availability issues resulting from Updates deployment or are directly or indirectly related due to factors beyond Neumo's reasonable control, including but not limited to those that are (i) caused by a fault, failure, or availability of the internet or any public telecommunications network;; (ii) caused by Force Majeure Events (iv) caused by the actions or inactions of Customer; (iii) caused by Customer's use of the Application other than as authorized by this Order or the Agreement; or (iv) attributable to the acts or omissions of Customer or Customer's Users. Failure to meet the Availability Time targets set forth herein shall not entitle Customer to a refund of any previously paid Fees or relief from its payment obligations pursuant to the Fee schedule.

E.   Related Services

i. Implementation Services (One-Time). Neumo will provide implementation services as described in Exhibit A – Implementation Statement of Work (the "SOW").

ii. Support. During the Subscription Term, Neumo will provide Support for the RevQ Application described in Exhibit B – Support Addendum.

II.   SUBSCRIPTION TERM

The initial Subscription Term commences on January 1, 2026, and shall continue through December 31, 2030 (the "Initial Subscription Term"). Thereafter, the Subscription Term may be renewed for successive one (1) year periods (each a "Renewal Extension"), subject to mutual written agreement of the Parties with regards to scope and annual Fees. "Subscription Term" includes the initial Subscription Term and all subsequent Renewal Extensions.

III.   FEES AND OTHER COMPENSATION

A. **Annual Subscription Fees.** Table 3 details the annual subscription Fees (the "Subscription Fee(s)") payable to Neumo during the Initial Subscription Term. Subscription Fees will be invoiced to Customer on a monthly basis throughout the Initial Subscription Term, beginning on January 1, 2026, and ending on December 31, 2030. After completion of the Initial Subscription Term, Subscription Fees and invoicing schedule for each Renewal Extension will be based on Neumo's then current subscription policies and rates.

Table 3: Subscription Fees for Initial Subscription Term

Initial Subscription Term Period	Annual Fixed Fee	Monthly Invoice Amount
Year 1 –Jan. 1, 2026-Dec. 31, 2026	$233,412.12	$19,451.26
Year 2 –Jan. 1, 2027-Dec. 31, 2027	$282,325.18	$23,527.10
Year 3 –Jan. 1, 2028-Dec. 31, 2028	$296,441.43	$24,703.45
Year 4 –Jan. 1, 2029-Dec. 31, 2029	$311,263.51	$25,938.63
Year 5 –Jan. 1, 2030-Dec. 31, 2030	$326,826.68	$27,235.56

B. Professional Services and other Fees.

i. <u>Implementation Services Fee.</u> Neumo's fixed price Fee for the implementation services described in= Exhibit A – SOW is $292,244.00. The billing schedule for the implementation services Fee is set forth in Table 4 below.

Table 4: Implementation Fee Billing Schedule

Description	Fixed Price Amount	Invoice Date
Payment #1	$146,122.00	1/1/2026
Payment #2	$146,122.00	7/1/2026

ii. <u>Services Fee.</u> Payment Services are subject to the processing Fees described in Table 5 below (the "Payment Processing Fees(s)"). Customer 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). Customer 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 Customer. Customer understands and acknowledges Payment Services may be subject to additional fees and charges as outlined in the attached Payment Terms.

Table 5: Payment Processing Fees

Transaction Type	Fee Per Transaction	Minimum Payment Processing Fee
Credit/Debit Card Payments	2.65%	$2.50

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VI.   ASSUMPTIONS

- Customer will retain access to RPCS system until RevQ go-live once there is an executed contract by 12/31/2025.
- Technical requirements and scope specifics for Payment Services have not been fully assessed or defined at time of Order execution. Accordingly, the Parties agree that the finalized scope for Payment Services (including, but not limited to, configuration requirements, interfaces, setup fees, interchange costs, point-of sale terminal fees and/or maintenance fees) will be established and documented in a mutually agreed upon ordering document, amendment, or other similar document(s) executed and approved by the Parties during project implementation.
- Neumo reserves the absolute right to change, remove, or replace a Payment Partner at any time and for any reason deemed necessary.
- 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 Customer selected third party payment facilitator, payment processor, or acquiring bank (the "Customer-Selected Payment Provider") is specifically excluded from the scope of this Order.
- Customer shall not the Application in a manner that would violate the Truth in Caller ID Act, the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, the Do-Not Call Implementation Act, or any other local, state, federal, or foreign law or regulation. If Customer fails to comply with this requirement, Neumo may immediately suspend Customer's use of any or all of the Solution and Services until Customer cures the violation and exercise any other remedy available to Neumo under this Agreement or under the law.
- Neumo will provide as much notice as reasonably possible in the event a third-party provider ceases providing or supporting any of the third-party products or services that Neumo includes in the solution to which Customer is subscribing under this Order
- Skip tracing and unattended messaging functionality may be suspended in the event Customer does not execute Third Party Terms that may be required by the vendor.
- While RevQ updates the notes field regarding actions taken during Unattended Messaging Campaigns, Texting Services, and Email transactions, Neumo does not keep recordings of Unattended Messaging Campaign calls to individuals.

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VII.   INCORPORATED DOCUMENTS

The following appended exhibits ("Exhibits") are incorporated into this Order No. 01 by reference and hereby made an integral part hereof. In the event any provision or requirement included in the Exhibits conflicts with any provisions of this Order, the Exhibits shall prevail but solely with respect to the subject matter covered by the corresponding Exhibit (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):

• 	Exhibit A – Implementation Statement of Work
• 	Exhibit B – Support Addendum
• 	Exhibit C – Payment Services Addendum

IN WITNESS WHEREOF, the Parties hereto have caused this Order No. 01 under Master Agreement No. NJS-C100978-20251110 to be duly executed by their respective authorized representatives as of the signature dates set forth below:

Neumo Group, LLC

BY: _Paul Colangelo (Nov 26, 2025 17:46:23 EST)_

NAME/TITLE: Ceo
DATE:
         11/26/2025

County of Monterey

BY:

NAME/TITLE:
DATE:

(EXHIBITS A-C TO FOLLOW)

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CA-Monterey County
Master Agreement No. NJS-C100978-20251110
Order No. 01 – RevQ+
Exhibit A – Implementation SOW

Exhibit A
Implementation Statement of Work

1. **Implementation Approach.**

Stage	Key Activities
Design	• Customer completes pre-work packet and provides needed information, including file layout specifications, data dictionaries, and example files. • Neumo facilitates kick-off call. • Neumo facilitates and completion of the Configuration Guide. • Customer Completes the Configuration Guide. • Customer signs off on completion of Configuration Guide. • Following Configuration Guide sign-off, Customer and Neumo finalize project plan and timeline, including Go Live Date. • Any material changes following Configuration Guide sign-off will be governed through formal change-management process.
Build	• Neumo completes file interface mappings (for both daily and one-time inventory migration files). • Neumo + Customer completes solution configuration according to the Configuration Guide. • Neumo + Customer unit tests configurations and file interfaces. • Neumo provides admin training and super-user. training. • Customer creates end-user training and process documentation, with support from Neumo.
Test	• Customer creates test cases for their specific needs for user acceptance testing. • Customer's super users provide training to end users or testing team who will perform testing. • Customer's project manager organizes and ensures execution of user acceptance testing. • Customer's users perform user acceptance testing steps. • Neumo or Customer fix any defects discovered through testing. • Customer's users regression test after fixes made. • Neumo and Customer agree to Go Live Date/ cut-over plan.
Go Live	• Neumo and Customer execute go-live plan. • Customer users begin using solution to perform their work. • Customer's super users provide end-user support. • Neumo provides support and expertise to Customer's super users.
Stabilize	• Customer's super users provide end-user support. • Neumo facilitates weekly call to review issue log, process metrics, performance metrics, and to agree on action plan for coming week. • Once stable, transition from project team to Neumo's Customer Success and Support teams.

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2. **Interfaces (Outside System and Files)**

Items	In Scope	Out of Scope
Exports to RevQ	Types of standard interface exports supported: • All Financial Transactions • Payments /Reversals • Adjustments /Cancellations /Reactivations • GL exports for financial transactions • Account Inventory • Collection Activity/Events/Notes • Note: Each export includes 12 hours of analysis, development and testing support. Scope restriction: • Must stay with one of our Pre-established design patterns with little variation, besides files layouts and basic selection criteria as defined in the pattern, such as payment types and transaction types. •	• Sophisticated logic or configuration that are outside of our pre-established design patterns. • Complex file layouts and/or field translations that would require effort beyond the 12 hours included in designing and building of common export files. Future changes or maintenance to the export.
Imports to RevQ	• Neumo team to design and implement transforming an inbound batch data file layout to RevQ import formats using pre-established design patterns Types of standard interface imports supported: • Referrals of new RevQ accounts • Financial Transactions • Account Notes • Attachments • Account Field Updates • Debtor Field Updates • Note: Each import includes 30 hours analysis, development and testing support. Scope restriction: • Must stay with one of our Pre-established design patterns with little variation, besides files layouts and basic selection criteria or codes translations as defined in the pattern, such as payment types and transaction types.	• Sophisticated logic or configurations that are outside of our pre-established design patterns • Complex file layouts or translations that would require effort beyond the 30 hours included in designing and building of common import files. • Future changes or maintenance to the transform and import process.

System Name	# of Instances	Interface Type	Import	Export
Intelligent Contacts (IVR)	2	Accounts & Payments	Accounts & Payments	Accounts & Payments
Superior Court County of Monterey	2	Accounts	Accounts	Accounts
Alliance One (OCA)	2	Accounts & Payments	Accounts & Payments	Accounts & Payments

3. **COMPARISON OF REVQ MODULES AGAINST CURRENT RPCS MODULES**

   The table below defines the in scope RevQ modules for this implementation, however only standard RevQ functionality and configuration options are in scope. Unless expressly identified as being "in scope" in the body of this SOW, No custom platform development or scripting is in scope for this engagement, even if legacy RPCS modules included customizations. While the business objectives accomplished in RPCS can also be accomplished in RevQ, some procedural changes may be required to complete the same objectives.

RPCS Modules	In Scope RevQ Modules
Account Distribution/Payment Proration Module	Standard Functionality in RevQ
California EDD Module	N/A Not Used
California FTB/COD Module	Standard FTB/COD Data exchange RevQ* module
California Tax Intercept Module	Standard Tax Intercept **
Victim Restitution Module	Victim Restitution Module ***
Client View/Ecliptics	Client View/Ecliptics
CU/Converse Dialer	Outbound Unattended Messaging (no interactive dialer)
CU·Archive	Archive
CDSS	N/A Not Used

Out of Scope: FTB/COD customizations outside of the standard module

*** Tax intercept updates cannot be completed until the next tax year when the Annual submission has been sent from RevQ. Out of Scope: Tax Intercept FTB & CDSS customizations and migrations outside of the standard module*

**** Balance forward and notes can be migrated, but detailed victim transactions will be migrated as a PDF for review. The original opening balance, as well as the remaining balance, will be migrated*

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4. DATA MIGRATION APPROACH

In Scope	Out of Scope
1 Test Migration, 1 Live Migration - Volume of accounts under approximately 20K (negotiable based on consistency and cleanliness of data) - Active accounts, plus include accounts closed less than a year - RPCS data to be migrated: o DEBTOR record to RevQ Debtors and RevQ Accounts o FISCAL fields to RevQ Account Custom Fields, Debtor Contacts, Employers, and Banks o MEMO transactions to RevQ financial transactions And/or FAC-CHG-ADJ to RevQ financial transactions o MEMO to RevQ Account Notes o RP-PACKET secondary debtors to RevQ additional debtors o PAYPLAN terms to setup new RevQ Payment Plans starting at the first unpaid payment. o FTBCOD account state to RevQ FTBCOD account state o Victim Balances o Victim Notes - Standard logic in RPCS for identifying a Company will be if a comma doesn't exist in Name1, or if key words exist in Name1 from a configurable list of words (such as LLC, INCORPORATED, etc.) - Translation tables of configured RPCS elements to RevQ values, analysis & migration configuration: o RPCS Client to RevQ Account Type o RPCS account status codes to RevQ Account & Debtor status codes o RPCS Amount "buckets" to RevQ line item codes o RPCS account facility codes for amounts to RevQ line item codes o RPCS Custom DEBTOR & FISCAL fields to RevQ Custom fields	- Additional Test Migrations beyond what is noted as in scope. - Assistance with data cleanup (such as Name cleanups) - Translations for fields not specifically listed in scope. - RPCS data tables not specifically listed in scope EXAMPLES: o PAYPLAN historical data (past payments) o JUDGMENTS (complexity of judgments and line items adds to scope of analysis, line item mapping, and migration so isn't included in the base migration, but can be an add-on if desired) o Legal libraries associated with FISCAL fields o File attachments (this is an add-on from the base migration if needed) o Victim Transaction History - Custom parsing of notes or other data sources for particular data elements not in the base migration. - Archive account migration - Migration into other RevQ modules not specifically called out in the in scope section (such as Tax Intercept, EDD, etc.) - RevQ application configuration to match translation tables. - Changes to translation tables or data by Neumo team after migration. - Accounts closed for more than a year. - The functionality of the RPCS and RevQ modules are similar, however the data structures supporting the modules are not and data from the RPCS module may not map directly into the RevQ. Data points that do not directly map will not be included in the data migration. - RPCS data tables not specifically listed in scope - EXAMPLES: - PAYPLAN historical data (in other words: past

In Scope	Out of Scope
o RPCS Transaction codes to RevQ Payment Types or Adjustment Reasons o RPCS Next Step to RevQ Next Step Code o RPCS Desk to RevQ Bin o RPCS user initials to Person's Name for RevQ Notes and Financial Transactions o Default RevQ phone and address field settings that aren't in RPCS (such as source and consent for texting and unattended messaging.) • Migration debtor matching is based on standard criteria for common sets of demographic & SSN matching. Some analysis and coding changes are allowed based on simple variations or needs. o For example, currently the RPCS packet # is NOT part of the criteria, in case multiple people in the same household are part of the same RPCS packet. Criteria could be changed to incorporate the packet #. • PM & Consultant regular meeting attendance. Other technical or specialists when needed. • Basic data profile analysis to identify data points that need to be cleaned up by Customer • The addition of roughly ~185k Accounts to be migrated into the RevQ application from Probation RPCS & Revenue Division RPCS • The addition of roughly ~600k Accounts to be migrated into the RevQ Archive module from Revenue Division RPCS • Neumo will share data files with the client after extracting RPCS Data from both Probation and Revenue Discovery so that the client can leverage the data for report validation • Victim Transaction History in the form of a PDF of transaction history from Probation RPCS	payments) • Migration into other RevQ modules not specifically called out in the in scope section (such as Tax Intercept, EDD, etc.). The potential inclusion in scope may be possible, depending on the module.

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5. POST PRODUCTIO OPTIMIZATION

In Scope	Out of Scope
• Fixed packaged of up to 242 Professional Services hours that may be used by Customer during the Initial Subscription Term. Available hours expire at the end of the Initial Subscription Term, regardless of utilization by Customer. • 42 Professional Service hour are to be used for a future Bi-directional interface (1 Import & 1 Export). This interface has yet to be determined	• N/A

Project Management.

Neumo and Customer shall each assign a primary point of contact (a "Project Manager") who will be responsible for day-to-day tasks and activities related to this SOW. Implementation teams will coordinate project activities and tasks, including related communications, through their respective Project Managers. The Project Managers will have overall responsibility for overseeing implementation activities and shall ensure project requirements and risks (including associated contingencies and mitigation plans, as applicable) are documented, escalated, and resolved, as appropriate, through a mutually agreed upon process.

5. Change Management. Any deviations to the Services described in this Exhibit A will be considered "out of scope" requirements. Out-of-scope services, including but not limited to post live optimization support and data migration services, are not priced and are subject to additional fees and change management procedures as set forth in the Agreement

6. Assumptions

▪ This implementation SOW serves as a foundational document for implementation of the RevQ Software. The Project Plan will outline specific roles and responsibilities, key milestones and objectives, communication protocols and all other details pertinent to implementation. The Project Plan will be updated, as needed, throughout the implementation cycle.

▪ Customer understands and agrees that successful implementation of the RevQ Software requires engagement from appropriate personnel and timely input into Neumo's requests for information. Customer will provide all relevant workflows, processes, and documentation, as requested by Neumo, and will ensure availability of personnel to assist with implementation activities, including data configuration and user acceptance testing phases, as detailed in the Project Plan.

▪ Neumo's implementation team will perform implementation services remotely between the hours of 8:00 am and 5:00 pm (based on the time zone where the employee is located).

- The Customer will designate core team of personnel to assist with implementation activities, including data configuration and user acceptance testing phases, as detailed in the Project Plan. Core team must include at least one executive sponsor and at least one member of the information technology team assigned during implementation. The Customer shall ensure the core team (a) has authority to make business decisions on behalf of the Customer; (b) is available to participate in meetings, data gathering, analysis, implementation, and project governance activities related to this SOW; (c) participates in focused training activities; and (d) is available to meet deadlines and provides inputs as agreed upon in the mutual project plan.
- Neumo follows the Train-the-Trainer model and provides administrator training as well as super-user training. This approach allows for more productive and tailored training sessions.

(END OF EXHIBIT A)

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Exhibit C – Payment Services Addendum

Exhibit B
Support Addendum

1. Definitions.

"Customer Systems" means the Customer's frameworks, database engines, and operating systems.

"Reproducible" means that the issue that causes the Defect can be re-created or reproduced by Neumo with an unaltered version of the Software, indicating that the issue is caused by a bug or other issue inherent to the Software rather than caused by the specific Customer environment or use.

2. Support Services.

During the Subscription Term, and subject to satisfactory payment of the Fees, Neumo shall provide support services for the Software as described herein (the "Support").

    a. Helpdesk Support. Helpdesk Support is described in Section 3 titled "Helpdesk Services".

    b. Updates. Support includes those updates, enhancements, improvements to the Software that Neumo makes generally available to its customers from time to time ("Updates") at no additional cost. Updates may include bug fixes, patches, and/or improvements to existing Software functionality.

    c. Exceptions. Neumo shall not be required to provide Support for Defects occasioned by (i) Customer's neglect or misuse of the Software; (ii) Customer's unauthorized modifications or customizations to the Software, including modifications made by anyone other than Neumo or a person acting at Neumo's direction; or (iii) Customer's failure to implement prior mandatory Software corrections or bug fixes.

3. Helpdesk Services:

    a. General: As part of Support, Neumo will provide Customer with Helpdesk Services to address (i) general user questions pertaining to Software features and functionality; and (ii) Defects (collectively "Helpdesk Tickets").

    b. Intake Process: Helpdesk Tickets must be submitted to Neumo through either the Customer Support Portal (https://avenuinsights.service-now.com/csm) or by telephone at 1-888-504-1196.

        i. Neumo support agents will triage Helpdesk Tickets queue between the hours of 8:00 am to 6:00 pm Eastern Standard Time (EST) Monday to Friday, excluding observed statutory holidays (the "Support Hours"). During the initial intake and review process, Neumo's support team will determine if the Helpdesk Ticket is a Defect or general user question covered under the scope of Support and if necessary, update the severity level of the Helpdesk Ticket based on the severity level definitions specified in *Table 1: Severity Level Definitions*. In the event Neumo's support team determines a Helpdesk Ticket is not a general user question or a Defect, and therefore not covered under Support, Neumo will seek approval from the Customer prior to proceeding with any further remediation activities. If the Customer approves proceeding with troubleshooting a reported issue that is not related to a Defect, Customer understands and agrees that Neumo's time and efforts will be billed separately, on a labor hour basis, using Neumo's then current professional services rates. Further, Customer understands that any response and resolution times set forth herein are solely applicable to Defects.

4. **Response Times**.

Upon Neumo's determination that a submitted Helpdesk Ticket meets the criteria for a Defect and covered by Support (as assessed during the intake process), Neumo will use commercially reasonable efforts to resolve/address the Helpdesk Ticket(s) in accordance with the timeframes set forth in *Table 2: Response and Resolution Times*. Neumo resources will be assigned to the most critical problems first

Table 1: Severity Level Definitions

Severity Level	Definition
Severity 1 (Critical)	Reported Defect critically impacts business operations as a result of a complete loss of service. The Customer cannot make operational use of the Software and work cannot reasonably continue.
Severity 2 (High)	Reported Defect has an adverse impact to business operations as a result of a significant loss, disruption or degradation of services. The Customer cannot make operational use of one or more critical functions of the Software
Severity 3 (Medium)	Reported Defect has limited impact to business operations and use/ operation of the Software. The Customer is in full working mode with minor impediments or loss of service. or where the problem occurs infrequently and/or affects a limited number of users.
Severity 4 (Low)	General User questions regarding Software features and functionality.

Table 2: Response and Resolution Times

Helpdesk Ticket Severity Level	Action Model	Initial Response Time	Resolution Time
Severity 1 (Critical)	Immediate Action until resolved or reassigned to a lower severity. Frequent contact with the Customer Progress review by Support team and senior leadership	During Support Hours within 2 business hours of intake	During Support Hours within 24 hours of intake
Severity 2 (High)	Priority focus from the support team. Frequent contact with the Customer.	During Support Hours within 8 business hours of intake	During Support Hours within 2 weeks of intake

Helpdesk Ticket Severity Level	Action Model	Initial Response Time	Resolution Time
	Progress review by support management		
Severity 3 (Medium)	Resolution coordination within the support team Status monitored internally. Address within acceptable timeframe	During Support Hours within 8 business hours of intake	During Support Hours within 2 months of intake
Severity 4 (Low)	Status monitored internally.	Respond within 8 business hours of intake	N/A

5. Assumptions

   a. Support will be performed remotely
   b. The following services are explicitly excluded from the scope of Support:
      i. Support for Software issues that are not Reproducible or that otherwise fail to meet the criteria of a Defect
      ii. Updates third party products
      iii. On-Site Support
      iv. Data Extraction Services
      v. Implementation, configuration, integration, or other custom software development services.
   c. Support specifically excludes, and Neumo expressly disclaims any responsibility for, performance issues, or failures arising from Customer Systems.
   d. 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.
   e. Customer agrees to provide network access, computer time, information, personnel, and other resources as may be necessary for Neumo to provide the Support described herein.
   f. Subject to the changes provision and upon Customer's written request, Neumo may agree to provide out-of-scope services on a time and materials basis, subject to Customer agreeing to pay Neumo's then current fees and charges, including, as applicable, travel and other expenses.
   g. Updates do not include product extensions to different hardware platforms, different operating system platforms, or different database platforms.
   h. Availability of and access to Updates shall not be construed to entitle the Customer to new options or features that are sold separately and that are not direct additions to the Software which has been licensed to the Customer in accordance with the Agreement.

(END OF EXHIBIT B)

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Exhibit C – Payment Services Addendum

Exhibit C
Payment Services Addendum

This Payment Services Addendum (hereafter the **"Payment Agreement"**) sets forth the terms and conditions governing the Payment Services to be provided to Sub-Merchant pursuant to the Product Agreement (defined below) to which this Exhibit is appended. The Payment Agreement and the Product Agreement shall collectively be referred to herein as the "Agreement"). In the event of a conflict or inconsistency between any provision of the Payment Agreement and any provision of the Product Agreement, the terms of this Payment Agreement shall control but solely with respect to Payment Services.

1. <u>DEFINITIONS.</u>

Capitalized terms that are not otherwise defined in the body of this Payment Agreement shall have the meanings set forth below:

- **ACH** means a national automated clearing house system and an electronic fund transfer made through an ACH.
- **Affiliate** shall have the same meaning as set forth in the Product Agreement.
- **Application** means the Sub-Merchant Application provided and completed by Sub-Merchant pursuant to the terms herein.
- **Authorization** means an approval or the act of obtaining an approval through a Card Brand for an individual Transaction.
- **Brand Marks** means the trade name, trademark, service mark, and logo of each Card Brand.
- **Card** means a valid credit, debit, charge, stored value, or payment card issued under license from a Card Brand, including physical, electronic, and virtual devices used to access a Card Brand.
- **Card Brand** means Mastercard International Incorporated, Visa Inc., Discover Financial Services, American Express Company, each including applicable subsidiaries, and any other payment card associations supported by Payment Facilitator.
- **Cardholder** means any person authorized to use a Card.
- **Cardholder Data** means all information that a Cardholder provides in the course of completing a Transaction with Sub-Merchant, including Card numbers and expiration dates, account numbers, and other personal Cardholder information.
- **Chargeback** means any reversal, return, or invalidation of a Transaction (or portion of a Transaction) through a Card Brand.
- **Fee(s)** means any and all of the fees, charges, or costs charged to Sub-Merchant as specified in Agreement
- **Law** means all applicable federal, state, and local laws, statutes, regulations, rules, ordinances, codes, and court orders, and all applicable regulatory orders, directives, and guidance that govern or affect this Agreement or the subject matter hereof.
- **Location** means each separate location or website operated by Sub-Merchant where or for which Sub-Merchant accepts Card payments, provided that each Location must operate under the same employer identification number or tax identification number as Sub-Merchant.
- **Member Bank** means a bank that is authorized by the Card Brands to provide sponsorship services in connection with the Payment Services. As of the commencement of the Agreement, Member Bank is JPMorgan Chase Bank, N.A. Member Bank may be changed at any time without prior notice to Sub-Merchant. Member Bank's responsibilities are limited to the sponsorship and settlement of Transactions as set forth herein.

- **Payment Facilitator** shall mean Neumo DMV, LLC, an Affiliate of Neumo Justice, LLC.
- **Payment Services** means the authorization, processing, and settlement services provided to Sub-Merchant to facilitate the Transactions as contemplated by the Agreement. Sub-Merchant agrees that all disputes between Sub-Merchant and any Cardholder relating to a Transaction will be settled between Payment Facilitator and the Cardholder.
- **Payor** means the individual or entity making an obligated payment to Sub-Merchant.
- **Processor** means a payment processor that supports the Payment Services through its contracts with the Card Brands. As of the commencement of this Agreement, Processor is Paymentech, LLC, a wholly owned subsidiary of J.P. Morgan Chase. Processor may be changed at any time without prior notice to Sub-Merchant.
- **Product Agreement** means Order No. 01 dated November 30, 2025, under Master Software and Services Agreement No. NJS-C100978-20251110 between County of Monterey and Neumo Justice Systems, LLC.
- **Regulatory Authority** means any federal, state, or local government or any agency, board, commission, court, department, or division thereof, having jurisdiction, supervisory authority, or enforcement powers over any party to this Agreement, but which does not include any Card Brand.
- **Rules** means the bylaws, operating rules, regulations, policies, and procedures of any applicable Card Brand, including where applicable, the Payment Card Industry Data Security Standard, the Visa Cardholder Information Security Program, the Mastercard Site Data Protection Program, the Visa and Mastercard Data Security
- **Settlement Account**: An account or account(s) at the Member Bank that is designated by Sub-Merchant as the account to be debited and credited by Payment Facilitator for Transactions, Fees, Chargebacks and other amounts to be paid in connection with the Agreement.
- **Sub-Merchant** means County of Monterey.
- **Transaction** means a Card transaction between Sub-Merchant and a Cardholder.
- **Transaction Funds** means the funds received by Processor and Member Bank for payments made by Cardholders to Sub-Merchant.

2. **TERM.**

The term of this Payment Agreement will run concurrently with the Subscription Term set forth in the Product Agreement, unless earlier terminated pursuant to the terms and conditions set forth herein.

3. **THE PAYMENT SERVICES.**

a. RESERVED

b. Sub-Merchant authorizes and directs Payment Facilitator and Processor to deduct and set off from Transaction Funds the (i) Payment Processing Fees set forth in Product Agreement other amounts that Payment Facilitator is entitled to under the Agreement Payment Agreement, and Sub-Merchant understands that the Transaction Funds Processor remits to Sub-Merchant will be net of these amounts. In the event that any set off against Transaction Funds is not sufficient to cover the Fees and other amounts owed under this Agreement, Sub-Merchant agrees that Payment Facilitator or Processor will invoice Sub-merchant and shall be deemed late if not paid within thirty (30) days from the date of Sub-Merchant's receipt of invoice.

c. To facilitate the processing and collection of payments, Sub-Merchant shall work with Payment Facilitator to set up and maintain a Sub-Merchant account by: (1) providing all required documentation and information (including completing the Application), and (2) otherwise cooperating with Payment Facilitator's due diligence, Office of

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Foreign Asset Control related inquiries, and underwriting efforts. Sub-Merchant acknowledges that Payment Facilitator will perform ongoing risk assessments related to Sub-Merchant's sub-merchant account in accordance with the Rules. If any information is identified in these activities by Payment Facilitator either prevents Payment Facilitator from being able to establish a sub-merchant account for Sub-Merchant or requires that Payment Facilitator terminate Sub-Merchant's existing sub-merchant account, Payment Facilitator may immediately cease or suspend providing the Payment Services or terminate this Payment Agreement by providing notice to Sub-Merchant. Further, Sub-Merchant shall maintain a deposit account to permit automated clearing house network ("ACH") transfers between Payment Facilitator and Sub-Merchant. Sub-Merchant shall notify Payment Facilitator in writing any time there is a change in the deposit account information that will materially affect the ability of Payment Facilitator to make ACH transactions to Sub-Merchant's deposit account. Sub-Merchant acknowledges that Payment Facilitator is not responsible for any failure of Sub-Merchant to receive an ACH transfer that is caused by Sub-Merchant failing to maintain the deposit account or accurate deposit account information with Payment Facilitator.

d. <u>Member Bank Terms</u>. If required by applicable Card Brand rules, in the event Sub-Merchant processes greater than $1,000,000 in Transactions with a Card Brand in any twelve (12) month period (or such other processing threshold as may be established by a Card Brand or Member bank, respectively), and thereby becomes a "Commercial Entity," Sub-Merchant agrees to be bound by the Member Bank terms and conditions set forth in Appendix 1 to this Payment Agreement. Further, for purposes of American Express, American Express may convert Sub-Merchant to a direct Card acceptance relationship if Sub-merchant meets certain transaction volumes as required by American Express rules. Upon conversion, Sub-Merchant will be bound by American Express' then-current Card Acceptance Agreement and corresponding pricing and fees.

4. **REQUIRED INFORMATION.**

a. The Payment Services will only be available to Sub-Merchant once Payment Facilitator confirms that Sub-Merchant is eligible to use the Payment Services. Sub-Merchant authorizes Payment Facilitator to make any investigation of Sub-Merchant's that Payment Facilitator reasonably deems necessary to underwrite Sub-Merchant and confirm Sub-Merchant's eligibility for the Payment Services. Sub-Merchant agrees to cooperate and provide Payment Facilitator with any information required to complete such investigation and authorizes Payment Facilitator to share such information with Processor and Member Bank as necessary to provide the Payment Services.

b. To help the government fight the funding of terrorism and prevent money-laundering, Payment Facilitator, Processor, Member Bank, or the Card Brands may obtain, verify, and record information that identifies Sub-Merchant. To permit Payment Facilitator, Processor, Member Bank, or the Card Brands to comply with the Rules and Law, Sub-Merchant will, upon request, provide the documentary and other evidence of Sub-Merchant's identity to permit those entities to comply with the Rules and Law. Sub-Merchant agrees that Payment Facilitator, Processor, Member Bank, and the Card Brands may disclose such information as required to comply with their obligations under Law.

c. Sub-Merchant agrees that all information Sub-Merchant provides to Payment Facilitator is and will be accurate and complete, and Sub-Merchant agrees to keep such information up to date. Upon request, Sub-Merchant will provide the current addresses of all Locations. Sub-Merchant is also responsible for adopting procedures to

identify and correct errors and omissions in such provided information. Sub-Merchant acknowledges that Payment Facilitator is not obligated to review the content of any data, for content, accuracy, validity, or compliance and Payment Facilitator is not responsible for errors caused by insufficient or inaccurate data. Sub-Merchant shall comply with and use the Payment Services in a manner that complies with the Rules and Law. Sub-Merchant further acknowledges that it has not retained Payment Facilitator to provide guidance, advice, or counsel with respect to compliance with the Law. Sub-Merchant has discussed with its own legal counsel the applicability of the Rules and Law to Sub-Merchant and Sub-Merchant takes full responsibility and assumes all risk and liability for Sub-Merchant's own compliance with the Rules and Law. Sub-Merchant will reimburse Payment Facilitator for any fines, legal expenses, reasonable attorneys' fees, or out-of-pocket costs incurred by Payment Facilitator due to Sub-Merchant's failure to comply with the Rules or Law.

5. CARD ACCEPTANCE AND CARD ELECTION

a. Payment Facilitator on Sub-Merchant's behalf will honor any valid Card properly tendered by a person asserting to be the Cardholder. Payment Facilitator on Sub-Merchant's behalf will obtain an Authorization for each Transaction and include the Authorization when transmitting each Transaction. Authorizations are not a guarantee of acceptance, do not waive any provision of this Payment Agreement, and do not otherwise validate a fraudulent Transaction or a Transaction involving the use of an expired Card. Payment Facilitator, Processor, or Member Bank may refuse to authorize any Transaction.

b. All Transactions are subject to audit and verification by Payment Facilitator, Processor, or Member Bank. All credits provided to Sub-Merchant are as permitted and in accordance with the Rules, irrespective of whether a Transaction is returned or reversed by the Card issuer. Payment Facilitator on Sub-Merchant's behalf will retain a copy of the sales transmittal for each completed Transaction in accordance with the Rules and Law. Upon request by Processor or Member Bank, Payment Facilitator on Sub-Merchant's behalf will provide copies of sales transmittals and other Transaction evidence.

c. All Transactions are subject to audit and verification by Payment Facilitator, Processor, or Member Bank and may be adjusted for inaccuracies. All credits provided to Sub-Merchant are provisional and subject to Chargebacks and adjustments in accordance with the Rules, irrespective of whether a Transaction is returned or reversed by the Card issuer.

d. For any recurring Transactions, Sub-Merchant will obtain and retain any consents and provide any notices and disclosures, as required by the Rules and Law.

6. COMPLIANCE WITH RULES AND LAW

a. Compliance. Sub-Merchant agrees to comply with this Payment Agreement, the Rules, and Law. In the event of any conflict between the terms of this Payment Agreement and the Rules, the Rules will prevail. Sub-Merchant agrees that it is responsible for its employees' actions. Sub-Merchant agrees to cooperate with Payment Facilitator, Processor, and Member Bank in monitoring of compliance with this Payment Agreement. Payment Facilitator, Processor, or Member Bank, each in its sole discretion, may suspend or delay processing Transactions to investigate suspicious or unusual activity upon notice to Sub-Merchant or as required by legal authorities, and

each will have no liability for any Sub-Merchant losses arising from any such suspension. Payment Facilitator, Processor, or Member Bank, each in its sole discretion, may reverse any Transaction that violates this Payment Agreement, the Rules, or Law. Payment Facilitator and Sub-Merchant must maintain compliance with applicable PCI DSS requirements. Further, Sub-Merchant must notify Payment Facilitator of any vendor of Sub-Merchant who has access to Cardholder Data and must also require such vendor to comply with PCI DSS requirements.

b. Prohibitions. Sub-Merchant must not submit any Transaction that the Sub-Merchant knows or should know violates Law or the Rules.

c. Audit. Sub-Merchant agrees to cooperate in any legal audit, examination, or investigation as may be required by a Card Brand, Member Bank, Card Brands, or a Regulatory Authority, as required to ensure compliance with Rules or Law.

7. **SETTLEMENT AND TRANSACTION DISPUTES**

a. <u>Settlement</u>. Sub-Merchant agrees that Payment Facilitator will maintain a Settlement Account on Sub-Merchant's behalf to receive Transaction Funds. Transaction Funds, less any amounts Payment Facilitator is authorized to deduct or withhold pursuant to this Payment Agreement or in the Product Agreement, will be remitted to Sub-Merchant by ACH to the Settlement Account within three (3) business days. Amounts owed to Sub-Merchant will be calculated based on records maintained by Payment Facilitator. Sub-Merchant authorizes Payment Facilitator to initiate ACH entries to the Settlement Account, which authorization will remain in full force and effect until thirty (30) days after Payment Facilitator receives written notice from Sub-Merchant of termination of the ACH authorization. Sub-Merchant is responsible for promptly and consistently inspecting Sub-Merchant's Transaction and settlement history, and Sub-Merchant must immediately report any possible errors to Payment Facilitator.

b. <u>Reserve Account</u>. Payment Facilitator may require Sub-Merchant to fund an account at Member Bank in an amount determined by Payment Facilitator as security for Sub-Merchant's obligations under this Agreement ("Reserve Account"). Sub-Merchant authorizes Payment Facilitator and Processor to initiate ACH debits to the Settlement Account or withhold amounts that Payment Facilitator and Processor would otherwise pay in settlement to the Settlement Account for the purpose of funding, maintaining, or increasing the balance in the Reserve Account. Payment Facilitator may, without notice to Sub-Merchant, apply funds in such Reserve Account against any amounts owed by Sub-Merchant under this Agreement. Sub-Merchant agrees that following termination of the Agreement any funds remaining in the Reserve Account will not be returned to Sub-Merchant until 180 days following the later of such termination or Sub-Merchant's final submission of a Transaction. Sub-Merchant will remain liable for all fees or amounts incurred after any such return of funds.

c. <u>Transaction Disputes</u>. If a Cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if Processor reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and Processor and Member Bank will offset the value of such Chargebacks from the Transaction Funds that will be received for settlement to Sub-Merchant and/or such amounts will be debited from the Settlement Account or Reserve Account. Sub-Merchant agrees that Payment Facilitator, Processor, and Member Bank have no settlement obligation to Sub-Merchant regarding the proceeds from any Transaction that violates this Payment Agreement, the Rules, or Law. Payment Facilitator may charge Sub-

Merchant any adjustments, fees, penalties, or costs incurred by Payment Facilitator as a result of any dispute or chargeback related to Transactions and as further provided in Attachment A. If Sub-Merchant disagrees with a Chargeback, Sub-Merchant may request a chargeback reversal as permitted by the Rules. Sub-Merchant is subject to each Card Brand's acceptance guidelines, monitoring programs, activity reporting requirements, and limits, including those relating to excessive credits, disputes, and chargebacks. Excessive Chargebacks may result in violation of the Rules, breach of this Payment Agreement, and suspension of the Payment Services. Payment Facilitator, Processor, and Member Bank may revoke, reverse, or offset any credit to Sub-Merchant for a Transaction not made in compliance with this Payment Agreement, the Rules, or Law or where such remittance to Sub-Merchant was made erroneously.

d. Sub-Merchant will pay a $15 administrative fee in addition to all credit card, debit card, bank, and ACH transaction fees and Sub-Merchant will refund all funds transferred to Sub-Merchant's deposit account corresponding to the Chargeback amount. Payment Facilitator will notify Sub-Merchant of the Chargeback and inform Sub-Merchant of the amount due. Unless otherwise agreed, Payment Facilitator will withdraw the amount due from the distributions of funds to Sub-Merchant that are provided under Section 7(a).

8.   DATA AND SECURITY

a. <u>Data Ownership</u>. No Cardholder Data will be owned by Payment Facilitator. Payment Facilitator will use Cardholder data only to (i) provide Sub-Merchant's products and services, (ii) comply with the Rules and Law, and (iii) assist law enforcement agencies by responding to requests for the disclosure of information in accordance with Law. For purposes of this section, Cardholder Data does not include magnetic stripe, Track-2, CVV2, CVC2, or CID data.

b. <u>Data Security</u>. The Parties agree that the Payment Services must be provided through secure systems for maintaining, accessing, processing, and transmitting Cardholder Data or Transaction information to Payment Facilitator, Processor, and Member Bank. All such systems comply with the Rules and will undertake any required self-assessments, audits, and web infrastructure scans. The Parties will implement commercially reasonable safeguards to prevent fraud from occurring through systems within their control and each Party will be responsible for claims, fees, or penalties that result from failing to take such actions. All media containing Cardholder Data or Transaction information will be maintained in a secure manner and destroyed in a manner that will render the data unreadable all such media that is no longer necessary or appropriate to store. All use and storage of Cardholder Data will comply with the obligations under Law and PCI Service Provider Level One regarding the confidentiality, use, and disclosure of such Cardholder Data.

c. <u>Data Use</u>. All Laws related to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security (both technical and physical), disposal, destruction, disclosure, or transfer of data (including Cardholder Data) will be complied with. Industry best practices and PCI Service Provider Level One regarding continuity procedures and systems will be maintained to ensure security of Cardholder Data and Transaction information in the event of a disruption, disaster, or failure of any data storage system or facility. Payment Facilitator and Sub-Merchant will not under any circumstances retain or store magnetic stripe, Track-2, CVV2, CVC2, or CID data after Authorization.

9. SUSPENSION OF PAYMENT SERVICES

Payment Facilitator may immediately cease providing the Payment Services, without prior notice, if (i) Payment Facilitator is required to do so by Processor, Member Bank, any Card Brand, or any Regulatory Authority; (ii) Payment Facilitator's agreement with Processor or Member Bank terminates; (iii) Payment Facilitator is deregistered by any Card Brand; or (iv) Member Bank ceases to be a member of the Card Brands or to have the required licenses. In addition, to ensure that payment processing services will not be impeded, Payment Facilitator may at its option elect to suspend direct Payment Services and transfer Sub-Merchant to an alternative payment processing solution made available by Payment Facilitator through its relationship with a third-party payment processor.

10. LIABILITY AND LIMITATIONS

As it relates to the Payment Services provided under the Agreement the following sections apply:

a. <u>Defense of Third-Party Claim</u>. Payment Facilitator will defend and indemnify Sub-Merchant against any third party claims to the extent that such claims result from: (i) Payment Facilitator' violation of any Federal, state or local law, rule or regulation that is applicable to Payment Facilitator; and (ii) the Payment Services infringing or misappropriating a third party's U.S. patent rights, copyrights, trademark rights, trade secret rights, or any other intellectual property rights of such third party. This Section 10.a.(ii) does not apply to any claim that results or arises from any combination of these Products with any other software, hardware and/or technology not provided by Payment Facilitator, to the extent such claim would not have arisen but for such combination. Further, if a claim arises under Section 10.a.(ii) or Payment Facilitator suspects such a claim will arise, Payment Facilitator may: (1) modify the Product in a manner that causes the Product to not infringe, misappropriate or otherwise violate such third party's rights; (2) obtain the right for Sub-Merchant to continue to use the Product as provided under this Payment Agreement; or (3) if the foregoing steps in (1) or (2) are not reasonably possible or practicable, promptly terminate this Payment Agreement upon providing notice to Sub-Merchant. To exercise Sub-Merchant's rights under this Section, Sub-Merchant shall (x) provide prompt notice of the claim and request that Payment Facilitator defend the claim; (y) provide all reasonable requested information and cooperation in defending against the claim; and (z) give Payment Facilitator sole control of the defense and/or settlement of the claim, at Payment Facilitator' sole expense. If Payment Facilitator fails to timely undertake the defense of a claim under this Section that Payment Facilitator is obligated to defend, Sub-Merchant may undertake the defense and settlement of the claim itself and obtain reimbursement from Payment Facilitator for Sub-Merchant's reasonable attorneys' fees, reasonable expenses, and any damages Sub-Merchant incurs as result of an adverse ruling. Sub-Merchant acknowledges and agrees that this Section sets forth Sub-Merchant'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 Payment Facilitator or the Products.

b. Despite the foregoing, Payment Facilitator has no liability or obligation for any and all proceedings, losses, costs, expenses, claims, demands, damages, and liabilities (including attorneys' fees and costs, and collections costs) resulting from or otherwise arising out of (i) acts or omissions of Sub-Merchant's employees, affiliates, and agents in connection with the Payment Services; (ii) Sub-Merchant's breach of this Payment Agreement; or (iii) Sub-Merchant's violation of the Rules or Law.

c. Sub-Merchant shall be responsible for losses, damages, costs, or expenses arising or resulting from (i) Sub-

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Merchant's misrepresentation or breach of warranty, covenant, or any provision under this Payment Agreement; or (ii) Sub-Merchant's or Sub-Merchant's employees', agents' fraud, gross negligence, willful misconduct or failure to comply with applicable law and this Payment Agreement. Sub-Merchant is responsible for reimbursing Payment Facilitator for applicable Card Brand fines and assessments that result from Sub-Merchant's actions or inactions.

d. Payment Facilitator's and its Affiliates' cumulative liability to Sub-Merchant is limited to direct damages and in all events will not exceed in the aggregate the amount of compensation actually received by Payment Facilitator for the Payment Services during the six (6) month period immediately preceding the event that gives rise to the claim of liability. This limitation of liability will not apply to claims against Payment Facilitator for failure to remit Transaction Funds in accordance with the Fees section, in which case Payment Facilitator's liability will be limited to the amount of any Transaction Funds that Payment Facilitator failed to transfer to Sub-Merchant as required by this Payment Agreement.

e. IN NO EVENT WILL PAYMENT FACILITATOR (INCLUDING ITS AFFILIATES) BE LIABLE TO SUB-MERCHANT FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OR FOR ANY INTERRUPTION OR LOSS OF USE, DATA, BUSINESS, OR PROFITS, WHETHER OR NOT SUCH LOSS OR DAMAGES WERE FORESEEABLE OR PROCESSOR WAS ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

f. PAYMENT FACILITATOR PROVIDES THE PAYMENT SERVICES "AS IS" AND "AS AVAILABLE". EXCEPT AS EXPRESSLY STATED AS A "WARRANTY" IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, PAYMENT FACILITATOR DOES NOT MAKE ANY, AND PAYMENT FACILITATOR SPECIFICALLY DISCLAIMS, ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, WARRANTY OF NONINFRINGEMENT, WARRANTY OF COMPLIANCE WITH LAWS, AND ANY 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) WITH RESPECT TO THE PAYMENT SERVICES PROVIDED HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PAYMENT FACILITATOR DOES NOT GUARANTEE OR WARRANT THAT THE PAYMENT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

11. <u>ADDITIONAL TERMS FOR AMERICAN EXPRESS</u>

- Sub-Merchant authorizes Payment Facilitator to submit Transactions to and receive settlement from American Express on Sub-Merchant's behalf.

- Payment Facilitator may collect and disclose Transaction data, Sub-Merchant data, and other information to American Express. American Express may use such information to perform its responsibilities in connection with American Express Card Acceptance, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including commercial marketing communications purposes

within the parameters of American Express Card Acceptance, and important transactional or relationship communications from American Express. American Express may use the information obtained in the American Express Card Acceptance application at the time of setup to screen and/or monitor Sub-Merchant in connection with Card marketing and administrative purposes.

- These terms confer third party beneficiary rights in American Express for enforcing these terms. They impose no obligations on American Express.

12. CONFIDENTIAL INFORMATION.

a. The Party receiving information ("Recipient") from the other Party ("Discloser") shall treat the Discloser's information as confidential and proprietary ("Confidential Information") unless: Recipient is able to demonstrate that the information was known to Recipient prior to the disclosure; Recipient is able to demonstrate the information is part of the public domain; or 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, as set forth in Section 12(b), 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. Payment Facilitator acknowledges that Sub-Merchant will provide Payment Facilitator with access to personal identifiable information that may include, but is not limited to, Social Security numbers; bank account, credit card, and debit card numbers; victim identification; and additional protected information pursuant to court order or law ("Personal Information") and the Personal Information is considered Sub-Merchant's Confidential Information.

b. Payment Facilitator acknowledges that Sub-Merchant 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, Sub-Merchant will not breach or be considered in violation of this Section if Sub-Merchant needs to disclose Payment Facilitator' Confidential Information to respond to a valid request made under such an act. If Sub-Merchant receives a request under an applicable public records/open door act that requires the disclosure of Payment Facilitator' Confidential Information, Sub-Merchant will notify Payment Facilitator of the request of the information and if Payment Facilitator desires to object, reasonably assist Payment Facilitator in seeking to protect the information from disclosure in a court of competent jurisdiction.

13. PROPRIETARY RIGHTS.

Payment Facilitator retains sole and exclusive ownership of all right, title and interest in its products and solutions, any modifications thereto, and any related **information**, documentation or deliverables Payment Facilitator provides to Sub-

Merchant under this Agreement. Sub-Merchant shall not alter, modify, adapt, translate, copy (except as expressly permitted in this Agreement), reverse engineer, decompile, disassemble, or create any derivative works of the Payment Services or any of Payment Facilitator's products or solutions. Sub-Merchant shall not remove, modify or obscure any copyright, trademark and/or other proprietary rights notices that are contained in/on Payment Facilitator's products, solutions, or any related information, documentation, or deliverables. Sub-Merchant shall not attempt to or circumvent any user limits, license keys, or other license, timing or use restriction built into any products or solutions.

14. **PCI RESPONSIBILITIES MATRIX.**

As it relates to the Payment Services, the Parties acknowledge that they are each responsible for the security of stored, processed, or transmitted cardholder data as outlined in the "Responsibility Matrix" as provided by Payment Facilitator. Payment Facilitator may update the Responsibility Matrix updated from time-to-time based on PCI Data Security Standard requirements with written notice to Sub-Merchant.

15. **PAYMENT FACILITATOR'S SECURITY PRACTICES**.

Payment Facilitator shall maintain an information security program that is certified with PCI-DSS and ISO 27001. If Payment Facilitator fails to comply with the foregoing obligations, Payment Facilitator will have a reasonable period to cure any such failure upon receiving written notice by Sub-Merchant. If either of these standards cease to exist or if Payment Facilitator reasonably determines Payment Facilitator needs to replace a standard, Payment Facilitator will notify Sub-Merchant in writing of the change and how such change impacts Payment Facilitator' information security program. Payment Facilitator will report to Sub-Merchant any confirmed security breach or unauthorized access affecting Personal Information of which Payment Facilitator, or any of the third-party hosting providers detects or becomes aware. Payment Facilitator will use diligent and reasonable efforts to remedy any breach of security or unauthorized access related to Payment Facilitator's facilities, systems, and the hosting environments. Sub-Merchant will cooperate with Payment Facilitator in such efforts. Payment Facilitator may suspend Sub-Merchant's access to the Payment Services and/or Payment Facilitator's products and solutions in the event of a suspected or actual security breach without any liability to Sub-Merchant. Sub-Merchant understands that no safeguards, procedures or process will guarantee the security of Personal Information and Payment Facilitator does not have any responsibility related to who Sub-Merchant provides access to the Personal Information or Payment Services or other Payment Facilitator's products and solutions. Sub-Merchant shall control all access to the Payment Services that Sub-Merchant grants to Sub-Merchant's users, including administering and maintaining the confidentiality of all user accounts and passwords.

16. **TERMINATION.**

Either Party may, upon written notice to the other Party, terminate this Payment Agreement if (i) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such petition or proceeding is not dismissed within sixty (60) days of filing; (ii) if required by the Member Bank, or (iii) the other Party ceases to do business, or otherwise terminates its business operation.

17. **RESERVED**.

18. **ASSIGNMENT.**

Payment Facilitator may utilize Affiliates or subcontractors to provide the Payment Services. In addition, Payment Facilitator may, without the consent of Sub-Merchant, assign or transfer this Payment Agreement as necessary to comply

with the Rules or to a successor-in-interest in the event of a merger, consolidation or acquisition of any portion of the business of Payment Facilitator, provided that (a) the assignee to which this Payment Agreement is assigned or transferred agrees in writing to be bound by the terms and conditions of this Payment Agreement; and (b) Payment Facilitator notifies Sub-Merchant of such assignment within a reasonable period of time after it occurs. Further, Payment Facilitator may assign this Payment Agreement upon notice to Sub-Merchant to any parent company or wholly owned subsidiary thereof. In all other circumstances, neither Party shall assign any of its rights under this Payment Agreement or delegate the performance of any of its duties hereunder, without the prior written consent of the other Party.

19. **FORCE MAJEURE.**

Neither Party shall be liable for failure or delay in performance of its obligations under this Payment 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 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 Payment Agreement shall, as applicable, be extended by the duration of any such period; provided, however, that if the delay continues for a period of 30 days or more, either Party may terminate this Payment Agreement by written notice to the other.

20. **SURVIVAL.**

Sections 12, 13, 16, 17, 19, and 20 and any provisions of this Payment Agreement that by their nature and context would reasonably be intended to survive the termination or expiration of this Agreement shall survive, 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.

21. **GOVERNMENT SALES**.

This Section applies to all acquisitions of the Products and Services (collectively or individually for the purposes of this Section, the "Government Acquired Products") by or for the government of the United States of America or other government entity (the "Government"), or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the Government. By accepting delivery of the Government Acquired Products, Sub-Merchant hereby acknowledges that (a) the Products and Services have been developed exclusively at private expenses, (b) the Products commercial software and the associated documentation is commercial software documentation within the meaning of the acquisition regulation(s) applicable to this procurement, (c) the terms and conditions of this Payment Agreement govern the Sub-Merchant's use and disclosure of the Government Acquired Products, and shall supersede any conflicting contractual terms or conditions, and (d) this Payment Agreement meets the Government's/Sub-Merchant's needs or is consistent in all respect with United States law.

22. **GENERAL PROVISIONS**
    a. **Waiver.** The failure of either Party at any time to enforce any right or remedy available to it under this Payment 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.

b. **Headings.** The headings used in this Payment Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

c. **Severability.** If any of the provisions of this Payment Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Payment Agreement, but rather the entire Payment Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

d. **Priority.** The terms of this Payment Agreement replace and supersede the terms of the Payment Services Agreement included in the Application.

e. **Merchant Resources**. Rules may be downloaded at:
(i) Mastercard: http://www.mastercard.com/us/merchant/support/rules.html; and
(ii) Visa: https://usa.visa.com/support/merchant/library.html.

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Appendix 1
Member Bank Terms and Conditions
(Terms only apply if $1 million in transactions occur during a year)

This Commercial Entity Merchant Agreement (this "Member Bank Agreement") applies to all merchants that (a) use Neumo DMV, LLC's ("TP3") service (the "Service") for the acceptance of credit or debit card payments; and (b) are considered "Commercial Entities" as defined by Visa, Inc. and MasterCard International, Inc. (collectively, the "Card Brands"). Contingent and effective upon being considered a Commercial Entity, the merchant ("Merchant") is entering into this Member Bank Agreement with JPMorgan Chase Bank, N.A. (the "Member"), and Paymentech, LLC (a subsidiary of JPMorgan Chase) ("Paymentech"), to govern the authorization, conveyance and settlement of Transactions utilizing the Service. Upon execution of an agreement to which this Member Bank Agreement is an exhibit, Merchant is fulfilling the Card Brand Rules requiring a direct contractual relationship between the Member and Merchant, and Merchant is agreeing to comply with Card Brand Rules as they pertain to payments Merchant receives through TP3. Certain capitalized terms are defined in Section 12 below. Capitalized terms not otherwise defined herein have the respective meanings given them in the TP3 Terms of Service. Paymentech shall be a third-party beneficiary of, and may enforce any provisions of, or cease providing credit card processing services under, the TP3 Terms of Service between Merchant and TP3.

1. **MERCHANT'S ACCEPTANCE OF PAYMENT CARDS**.
    1.1 Payment Card Acceptance Policies and Prohibitions.
Merchant shall be provided guidelines which prescribe*:*
    (a) accept all categories of Visa and MasterCard Payment Cards,
    (b) honor all foreign bank-issued Visa or MasterCard Payment Cards; and
    (c) provide the Purchaser with a Transaction Receipt for each Transaction. All Transaction Receipts must conform to applicable law and the Card Brand Rules.

Except to the extent permitted by law or the Card Brand Rules, Merchant *must not:*
    (d) engage in any practice that unfavorably discriminates against or provides unequal treatment of any Card Brand relative to any other Card Brand;
    (e) set a dollar amount above or below which Merchant refuses to honor otherwise valid Payment Cards;
    (f) issue a refund in cash or a cash equivalent (e.g. checks) for any Transaction originally conducted using a Payment Card;
    (g) request or use a Payment Card account number for any purpose other than to process a payment for goods or services sold; or
    (h) add any tax or surcharge to a Transaction; if any tax or surcharge amount is permitted under the Card Brand Rules and applicable law, such amount shall be included in the Transaction amount and shall not be collected separately.

    1.2 Card Brand Rules.
Merchant agrees to comply with:
    (a) all applicable Card Brand Rules in effect from time to time; and

(b) such other procedures as Paymentech may from time to time prescribe for the creation or transmission of Transactions.

1.3 Requirements for Certain Transactions.

Merchant represents, warrants, and covenants that, to the best of its knowledge, each Transaction:

    (a) represents payment for or refund of a bona fide sale or lease of the goods, services, or both, which Merchant has the legal right to sell and which is provided by Merchant in the ordinary course of its business;

    (b) is not submitted on behalf of a third party;

    (c) represents a current obligation of the Purchaser solely for the amount of the Transaction;

    (d) does not represent the collection of a dishonored check or the collection or refinancing of an existing debt;

    (e) represents goods that have been provided or shipped, or services that have actually been rendered, to the Purchaser;

    (f) is free from any material alteration not authorized by the Purchaser;

    (g) or the amount thereof, is not subject to any dispute, setoff, or counterclaim;

    (h) if such Transaction represents a credit to a Purchaser's Payment Card, is a refund for a Transaction previously submitted; and

    (i) complies with the terms of this Member Bank Agreement, applicable laws and all applicable Card Brand Rules.

2.   <u>**AUTHORIZATIONS**</u>. Merchant is required to obtain an authorization code through Paymentech for each Transaction. Paymentech reserves the right to refuse to process any Transactions presented by Merchant unless it includes a proper authorization.

3.   <u>**REFUND AND ADJUSTMENT POLICIES AND PROCEDURES; PRIVACY POLICIES**</u>.

    3.1 Merchant *must:*

       (a) maintain a refund policy in accordance with the Card Brand Rules; and

       (b) disclose all refund policies to Paymentech and to Merchant's Purchasers.

    3.2 Policies for Ecommerce Merchants. Merchant *must* (subject to subsection (c) below):

       (a) display the following on each electronic commerce website:

          i. all refund policies;

          ii. its Purchaser data privacy policy;

          iii. a description of its security capabilities and policy for transmission of Payment Card Information; and

          iv. the address of Merchant's fixed place of business (regardless of website or server locations); and

       (b) offer its Purchasers a data protection method such as 3-D Secure or Secure Sockets Layer (SSL).

       (c) Subsections (a) and (b) of this Section shall apply in the event that Merchant is an Electronic Commerce Merchant (as defined in the Card Brand Rules and such Merchant engages in Electronic Commerce Transactions (as defined under the Card Brand Rules).

4.   <u>**CHARGEBACKS**</u>.

    4.1 Chargeback Reasons. Merchant is liable for all chargebacks.

    4.2 Responding to Chargebacks. If Merchant has reason to dispute or respond to a chargeback, then Merchant must do so by the date provided on the applicable chargeback notice. If Merchant misses the chargeback due date, Paymentech has no obligation to investigate or attempt to obtain a reversal or other adjustment to any chargeback

on Merchant's behalf. Upon receiving a chargeback Merchant may resubmit the applicable Transaction for a second presentment if permitted by the Card Brand Rules.

4.3 Excessive Chargebacks. If Merchant is receiving an excessive amount of chargebacks, in addition to Paymentech's other remedies under this Member Bank Agreement, Paymentech may terminate this Member Bank Agreement and cease providing processing services.

5. **DISPLAY OF CARD BRAND MARKS.** Merchant is authorized to use the Visa and MasterCard names, logos, or marks only at the point of sale, on Merchant's promotional materials, and on Merchant's website to indicate that Visa and MasterCard cards are accepted payment methods for the purchase of goods or services from Merchant through its use of the Service.

6. **TERM AND TERMINATION.**

   6.1 Term. This Member Bank Agreement is effective upon the date Merchant becomes a Commercial Entity and continues so long as Merchant uses the Service or until sooner terminated by Merchant or Paymentech. This Member Bank Agreement will terminate automatically upon any termination or expiration of Merchant's agreement with TP3. This Member Bank Agreement may be terminated by Paymentech at any time (a) based on a breach of any of Merchant's obligations under this Member Bank Agreement; (b) based on a breach of any of Merchant's obligations under Merchant's agreement with TP3; or (c) based on the termination of the payment processing relationship between TP3 and Paymentech.

   6.2 Post Termination. If this Member Bank Agreement is terminated by Paymentech, Merchant acknowledges that Paymentech may be required to report Merchant's business name, and information about its principals, to the Card Brands, and Merchant expressly agrees and consents to such reporting. The termination of this Member Bank Agreement will not affect either party's rights or obligations with respect to Transactions submitted prior to termination. Therefore, the provisions governing processing and settlement of Transactions, all related adjustments, fees, and other amounts due from Merchant, and the resolution of any related chargebacks, disputes, or other issues involving Transactions, will continue to apply for all Transactions made prior to termination.

7. **INDEMNIFICATION.** Paymentech agrees to indemnify and hold Merchant harmless from and against all losses, liabilities, damages and expenses arising from our or our employee's gross negligence or willful misconduct in connection with this Member Bank Agreement. To the extent permitted by applicable law, Merchant agrees to indemnify Paymentech, Member, the Card Brands, and their respective affiliates, officers, directors, employees, agents, and sponsoring banks from any losses, liabilities, and damages of any and every kind (including, without limitation, Paymentech's costs, expenses, and reasonable attorneys' fees) arising out of:

   (a) any breach of any warranty, covenant or agreement or any misrepresentation by Merchant under this Member Bank Agreement;

   (b) Merchant's or its employees' negligence or willful misconduct;

   (c) any assessment, fine, or penalty imposed on Paymentech or the Member, and any related loss, cost, or expense incurred by Paymentech or the Member; and

   (d) any claim, complaint, or chargeback:

       i. made or claimed by a Purchaser with respect to any Transaction submitted by Merchant, Merchant's provision of goods and services to Purchasers, or Merchant's use of the Service;

       ii. caused by Merchant's noncompliance with this Member Bank Agreement, applicable law, or the Card Brand Rules (including, without limitation, any breach of a representation or warranty made by Merchant or Merchant's failure to comply with PCI-DSS);

> iii. resulting from any voluntary or involuntary bankruptcy or insolvency proceeding by or against Merchant; or
>
> iv. related to Paymentech's reporting of Merchant, or any person owning or controlling Merchant's business, to the Card Brands for inclusion in one or more databases of terminated or high-risk merchants maintained by the Card Brands.

8. **PAYMENT CARD INDUSTRY COMPLIANCE**.

Merchant *must not*:

(a) disclose Payment Card Information, except:

    i. to select employees, agents, and contractors on a "need to know" basis, solely for the purpose of assisting Merchant in completing a Transaction or otherwise complying with this Member Bank Agreement; or

    ii. as specifically required by PCI-DSS, Card Brand Rules, or applicable law;

(b) use Payment Card Information, except:

    i. to complete a Transaction; or

    ii. as specifically permitted by this Member Bank Agreement, PCI-DSS, Card Brand Rules, or applicable law; and

(c) sell, transfer, or disclose to third parties any materials that contain Transaction or Payment Card Information in the event of Merchant's failure, including bankruptcy, insolvency, or other suspension of business operations.

Merchant *must*:

(a) comply with the PCI-DSS, Card Brand Rules, and all applicable laws relating to the security, storage, and disclosure of Transactions and Payment Card Information;

(b) notify Paymentech immediately if Merchant determines or suspects that Transactions or Payment Card Information has been compromised and assist Paymentech in providing notification to all interested parties as may be required by law or Card Brand Rules, or as Paymentech otherwise reasonably deems necessary;

(c) cooperate with any forensic examination or other audit required by the Card Brands,

(d) pay for all costs and expenses related to a forensic examination or other audit required by the Card Brands, Paymentech, or Member (including all of Paymentech's reasonable attorneys' fees and other costs related to the forensic exam or audit); and

(e) take all actions necessary to achieve and maintain compliance in accordance with the results of, and in the time frame set forth in, a forensic examination or audit report from Paymentech, the Card Brands, or Member.

Paymentech may:

(a) share Merchant's financial information, information related to Merchant's Transactions, and other information provided by Merchant with Paymentech's affiliates as necessary to provide its services or comply with applicable law;

(b) use or disclose information related to Merchant's Transactions:

i. as necessary to process Merchant's Transactions or otherwise provide Services and maintain Merchant's account pursuant to this Member Bank Agreement;

ii. to detect prevent, reduce, or otherwise address fraud, security, or technical issues;

iii. to enhance or improve Paymentech's products and Services generally; or

iv. as required or permitted by the Card Brands or applicable law; and

(c) prepare, use, or share with third parties, aggregated, non-personally identifiable information derived from Transactions of all of Paymentech's customers or specific segments of Paymentech's customers.

9. **DISCLAIMER; LIMITATION OF DAMAGES.** Paymentech will, at its own expense, correct any Transaction if errors have been caused by Paymentech or by malfunctions of Paymentech's processing systems.

PLEASE READ THIS PROVISION CAREFULLY

UNDER NO CIRCUMSTANCES WILL PAYMENTECH'S FINANCIAL RESPONSIBILITY FOR ITS FAILURE OF PERFORMANCE UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID TO PAYMENTECH BY MERCHANT UNDER THIS AGREEMENT (NET OF CARD BRAND FEES, THIRD PARTY FEES, INTERCHANGE, ASSESSMENTS, PENALTIES, AND FINES) FOR THE SIX (6) MONTHS PRIOR TO THE TIME THE LIABILITY AROSE. THE FOREGOING LIMITATION OF LIABILITY WILL NOT APPLY TO FUNDS OWED TO MERCHANT IN SETTLEMENT OF TRANSACTIONS IN ACCORDANCE WITH THIS AGREEMENT, CARD NETWORK RULES OR APPLICABLE LAW.

EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, AND EXCEPT WITH RESPECT TO MERCHANT'S FAILURE TO COMPLY WITH PCI-DSS OR OTHER SECURITY STANDARDS, IN NO EVENT WILL ANY PARTY, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES, BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OR ACTION AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY LOSS, THEFT, DISAPPEARANCE, OR DAMAGE TO DATA TRANSMITTED ELECTRONICALLY IN CONNECTION WITH THIS AGREEMENT.

ANY FINES, FEES, PENALTIES OR ASSESSMENTS IMPOSED BY THE CARD BRANDS RELATED TO MERCHANT'S ACCEPTANCE OF PAYMENT CARDS SHALL NOT BE DEEMED TO BE CONSEQUENTIAL DAMAGES.

ALL PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR COMMERCIAL SERVICES. THE UNIFORM COMMERCIAL CODE DOES NOT APPLY AND PAYMENTECH AND MEMBER HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, MADE TO MERCHANT OR ANY OTHER PERSON, REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY GOODS PROVIDED INCIDENTAL TO SUCH SERVICES.

10. **MISCELLANEOUS.**

   10.1 **Section Headings.** The section headings of this Member Bank Agreement are for convenience only and do not define, limit, or describe the scope or intent of this Member Bank Agreement.

   10.2 **Assignment**. Merchant may not transfer or assign this Member Bank Agreement without the prior written consent of Paymentech. Any transfer or assignment of this Member Bank Agreement by Merchant, by operation of law, merger, or otherwise, without Paymentech's prior written consent is null and void, and Merchant is fully responsible with respect to all Transactions submitted by the purported assignee/transferee, and for any and all related liabilities, chargebacks, expenses, costs, fines, fees or penalties arising from such Transactions. Subject to Card Brand Rules, Paymentech may assign or transfer this Member Bank Agreement and its rights and obligations

hereunder and may delegate its duties hereunder, in whole or in part, to any third party, without notice to or consent of Merchant.

10.3 **Parties; Independent Contractor.** No agency, partnership, joint venture or employment relationship is created between Merchant and Member by this Member Bank Agreement. In the performance of their respective obligations hereunder, the parties are, and will be, independent contractors. Neither party will bind, or attempt to bind, the other party to any contract or the performance of any obligation, and neither party will represent to any third party that it has any right to enter into any binding obligation on the other party's behalf.

10.4 **Severability.** Should any provision of this Member Bank Agreement be determined to be invalid or unenforceable under any law, rule, or regulation, including any Card Brand Rule, such determination will not affect the validity or enforceability of any other provision of this Member Bank Agreement.

10.5 **Waivers.** No term or condition of this Member Bank Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

10.6 **Entire Agreement.** This Member Bank Agreement represents the entire understanding between Merchant and Paymentech with respect to the matters contained herein and supersedes any prior agreements between the parties. Merchant agrees that in entering into this Member Bank Agreement it has not relied on any statement of Paymentech or its representatives.

10.7 **Notices.** Except as otherwise provided in this Member Bank Agreement, all notices must be given in writing and either hand delivered, faxed, mailed first class, postage prepaid, sent via electronic mail transmission, or sent via overnight courier (and will be deemed to be given when so delivered or mailed) to Merchant's legal address, to Paymentech at: Attn: Legal Department, 8181 Communications Pkwy, Plano, Texas 75024, or to such other address as either party may from time to time specify to the other party in writing.

10.8 **Reserved.**

10.9 **Governing Law; Waiver of Right to Contest Jurisdiction; Waiver of Jury Trial; Arbitration.** This Member Bank Agreement will be governed by and construed in accordance with the laws of the "Legal Entity Physical Address" section of the Neumo Payments Sub-Merchant Application ("Provided State") without reference to conflict of law provisions. Any action, proceeding, arbitration hearing or mediation relating to or arising from this Member Bank Agreement must be brought, held, or otherwise occur in Provided State.

10.10 **Force Majeure.** Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, nonperformance of Paymentech's vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 10.10 will affect or excuse Merchant's liabilities and obligations for chargebacks, refunds, or unfulfilled goods and services.

10.11 **Amendment.** This Member Bank Agreement may only be amended by Merchant upon mutual written agreement. Paymentech may amend this Member Bank Agreement at any time via TP3 posting a revised version on the TP3 Website. The revised version will be effective at the time TP3 posts it. You will be considered as having expressly consented to all changes to this Member Bank Agreement if you continue to use the Service

11. <u>**SURVIVAL**</u>. The following Sections survive termination of this Member Bank Agreement: 4, 6.2, 7, 8, 10, 11 and 12.

12. <u>**TERMS USED IN THIS AGREEMENT**</u>.

*"**Card Brand**"* means is any payment method provider whose payment method is accepted by Paymentech for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, electronic check and ACH payments, gift card and other stored value and loyalty program providers.

"Card Brand Rules" means the bylaws, rules, and regulations, as they exist from time to time, of the Card Brands, including, without limitation, any operating principles, as may be revised from time to time by the Card Brands in their sole discretion.

"Customer" means the person or entity to whom a Payment Card is issued or who is otherwise authorized to use a Payment Card.

"Payment Card" means an account, or evidence of an account, authorized and established between a Customer and a Card Brand, or representatives or members of a Card Brand that TP3 or Merchant accepts from Customers as payment for a good or service. Payment Cards include, but are not limited to, credit and debit cards, electronic check and ACH payments, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"Payment Card Information" means Information related to a Purchaser or the Purchaser's Payment Card that is obtained by Merchant from the Purchaser's Payment Card, or from the Purchaser in connection with his or her use of a Payment Card). Such information may include, but is not limited to: the Payment Card account number and expiration date;

- the Customer's name or date of birth;
- PIN data, security code data (such as CVV2 and CVC2); and
- Any data read, scanned, imprinted, or otherwise obtained from the Payment Card, whether printed thereon, or magnetically, electronically, or otherwise stored thereon.

For the avoidance of doubt, the data elements that constitute Payment Card Information are treated according to their corresponding meanings as "cardholder data" and "sensitive authentication data" as such terms are used in the then current PCI DSS.

"Transaction" means is a transaction conducted between a Customer and Merchant utilizing a Payment Card in which consideration is exchanged between the Customer and Merchant, and which is submitted to Paymentech by TP3.

"Transaction Receipt" *means* a paper or electronic receipt evidencing a Transaction containing the information required by Card Brand Rules applicable to Transaction Receipts.

(END)

Monterey County MSSA and Order 01 - RevQ

Final Audit Report

2025-11-26

Created:	2025-11-26
By:	Stacy Zelensky (stacy.zelensky@avenuinsights.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlo5MWGl02E5UVfBXManiZyHCHpxVGBo_

"Monterey County MSSA and Order 01 - RevQ" History

Document created by Stacy Zelensky (stacy.zelensky@avenuinsights.com)
2025-11-26 - 10:34:49 PM GMT

Document emailed to Paul Colangelo (paul.colangelo@neumo.com) for signature
2025-11-26 - 10:34:56 PM GMT

Email viewed by Paul Colangelo (paul.colangelo@neumo.com)
2025-11-26 - 10:44:26 PM GMT

Document e-signed by Paul Colangelo (paul.colangelo@neumo.com)
Signature Date: 2025-11-26 - 10:46:23 PM GMT - Time Source: server

Agreement completed.
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