

**Proposed on:** July 10, 2026

## 2026 Services Renewal for Hall County Clerk of Superior Court

**Prepared for:**

Mark Pettitt

Hall County Clerk of Superior Court  
225 Green Street, SE  
Gainesville, GA 30503-1336  
United States



Pricing Summary

| Product                  | Product Code | Per Unit Price |
|--------------------------|--------------|----------------|
| Daily Indexing Fees      | GR000342     | \$2.48         |
| On Prem - Recording Fees | GR000367     | \$2.02         |



## Order Form General Terms

| GENERAL INFORMATION  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| Expiration of Offer: | The pricing set forth in this “ <b>Order Form</b> ” shall remain valid until August 31, 2026. If Customer has not accepted this Order Form by such date, the Order Form shall automatically expire and be of no further force or effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Defined Terms:       | <p>Capitalized terms used in this Order Form but not otherwise defined herein shall have the meanings given to them in the TOU (defined below). The TOU are incorporated by reference into this Order Form.</p> <p>“<b>Agreement</b>” means the Existing Contract and the TOU (as applicable).</p> <p>“<b>Contract Year</b>” means each consecutive twelve (12)-month period during the Term, with the first Contract Year commencing on the Effective Date, and each subsequent Contract Year commencing on the anniversary thereof.</p> <p>“<b>Customer</b>” means the “Customer” identified below.</p> <p>“<b>Effective Date</b>” means August 3, 2026.</p> <p>“<b>Existing Contract</b>” means the “Existing Contract” indicated below, including amendments thereto.</p> <p>“<b>Neumo</b>” means Neumo Tax &amp; Licensing, LLC f/k/a GovOS, Inc.</p> <p>“<b>Predecessor</b>” means Kofile, Neumo’s predecessor-in-interest to the Existing Contract.</p> <p>“<b>Services</b>” means, collectively, all products and services provided by Neumo under this Order Form, including without limitation: (a) access to and use of Neumo’s hosted software applications and related subscription offerings (“<b>Subscription Services</b>”); (b) professional services such as implementation, configuration, data migration, training, consulting, and other time-and-materials services (“<b>Professional Services</b>”); (c) maintenance and support services, including updates and upgrades to the Subscription Services (“<b>Maintenance Services</b>”); and (d) any ancillary services, including document processing, payment facilitation or third-party integrations, that Neumo agrees to provide. The specific Services purchased by Customer, including the scope, duration, and applicable fees, will be identified in the Pricing Summary page of this Order Form.</p> <p>“<b>TOU</b>” means Neumo’s standard terms of use and service level agreement, which can be found at <a href="https://neumo.com/tou-sla/">https://neumo.com/tou-sla/</a>.</p> |

| CUSTOMER INFORMATION |                                     |
|----------------------|-------------------------------------|
| Organization Name:   | Hall County Clerk of Superior Court |



|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Primary Address:</b>                      | 225 Green Street, SE<br>Gainesville, GA 30503-1336<br>United States                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Primary Contact Name:</b>                 | Mark Pettitt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Primary Contact Email:</b>                | mark.pettitt@hallcourtsga.gov                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>EXISTING CONTRACT INFORMATION</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Title of Existing Contract:</b>           | The title of the Existing Contract or Order Form # is: Comprehensive Records Management System Hall County Clerks Office, which was made effective as of August 3, 2025. If the Existing Contract does not contain negotiated terms governing the use of the Services (for example, if the Existing Contract consists solely of a purchase order or other ordering document), then the TOU shall exclusively govern use of the Services. For the avoidance of doubt, any pre-printed or boilerplate provisions contained in standard ordering documents (including purchase orders) shall not be deemed part of the Existing Contract or otherwise incorporated into the Agreement.                                  |
| <b>Expiration Date of Existing Contract:</b> | August 2, 2026 (the “ <b>Expiration Date</b> ”)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Terms of Existing Contract:</b>           | The Existing Contract shall remain in effect and shall continue to govern the products or services previously provided thereunder; provided, however, that the TOU and this Order Form shall supplement and control with respect to the Services, Fees, and other terms and conditions set forth herein, and shall also apply to any matters not expressly addressed in the Existing Contract. In the event of a conflict, the order of precedence shall be: (i) this Order Form (including any attached SOW), (ii) the TOU, and (iii) the Existing Contract.                                                                                                                                                        |
| <b>Novation of Existing Contract:</b>        | By executing this Order Form, Customer acknowledges and agrees that the Existing Contract is hereby novated as of the Effective Date. The Parties agree that (a) Neumo is substituted for the prior contracting entity as the sole contracting party and service provider under the Existing Contract; (b) Customer releases the Predecessor from any further obligations or liabilities under the Existing Contract, except for obligations or liabilities that accrued prior to the Effective Date; and (c) Neumo assumes and agrees to perform all remaining obligations of the Predecessor under the Existing Contract from and after the Effective Date. Customer hereby consents to and accepts such novation. |
| <b>AMENDMENT(S); EXHIBITS</b>                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Contract Extension Period:</b>            | The term of the Existing Contract shall be extended for a period of 12 months from the Expiration Date. For the sake of providing clarity, the initial Term will end on August 3, 2027 unless renewed. The initial term and any renewal term(s) shall be referred to herein as the “ <b>Term</b> .”                                                                                                                                                                                                                                                                                                                                                                                                                  |



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| <b>TOU Modifications:</b>                        | The following shall be deemed amendments to the TOUs for purposes of this Order Form: None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Neumo Required Exhibits:</b>                  | The following exhibit(s)/schedule(s) are hereby incorporated into this Order Form (whether one or more, referred to herein as the “ <b>Neumo Exhibits</b> ”):<br>None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>FINANCIAL TERMS</b>                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Fees:</b>                                     | Fees for the Services during the Term shall be at the rates indicated on the Pricing Summary page (the “ <b>Fees</b> ”) and are non-refundable once paid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Payment Terms:</b>                            | <p><b>Implementation Fees.</b> Fees for implementation, configuration, and other one-time Professional Services shall be invoiced as set forth in this Order Form or the applicable SOW. If the applicable SOW does not specify payment terms, such Fees shall be invoiced upon delivery of the associated Services and are payable within thirty (30) days of the invoice date.</p> <p><b>Professional Services Fees.</b> Fees for Professional Services other than implementation (e.g., training, consulting, data migration, or other project services) shall be invoiced as set forth in this Order Form or the applicable SOW. If the applicable SOW does not specify payment terms, then: (a) fixed-fee Professional Services shall be invoiced upon completion of the applicable milestone or deliverable, and (b) time-and-materials Professional Services shall be invoiced monthly in arrears.</p> <p><b>Subscription and Maintenance Fees.</b> Unless otherwise indicated on the Pricing Summary page of this Order Form, annual subscription and maintenance fees shall be invoiced in advance and are payable annually prior to the commencement of the applicable subscription or maintenance period.</p> <p><b>Per-Transaction, Per-Unit or Usage-Based Fees.</b> Fees calculated on a per-transaction, per-unit, per-document, per-image, or similar usage basis shall be invoiced monthly in arrears.</p> <p>All invoices are due and payable within thirty (30) days of the invoice date, in U.S. dollars, without set-off or deduction, subject to any prompt-payment laws applicable to Customer. In the event of a conflict between these payment terms and applicable law, the payment terms shall be deemed modified as necessary to comply with such laws.</p> |
| <b>Annual Fee Increase:</b>                      | Unless otherwise indicated in Pricing Summary above (e.g. Fees being provided by year of the Term), on each anniversary date of the Agreement, the Fees will be increased by up to 10% based on the prior year’s Fees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Late Payments:</b>                            | Any undisputed amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Collection Costs; Suspension of Services:</b> | Customer shall reimburse Neumo for all reasonable costs incurred by Neumo in collecting any late payments or interest, including attorney fees, court costs, and collection agency fees; and if such failure continues for thirty (30) days or more, Neumo may suspend Customer’s and its Authorized Users’ access to any portion or all of the Services until such amounts are paid in full.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |



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| <b>Reinstatement Fee:</b>      | If the Term expires or the Agreement is earlier terminated and Customer and Neumo agree to reinstate the Agreement, such reinstatement will be subject to a <b>"Reinstatement Fee."</b> The Reinstatement Fee shall be calculated as follows: (1) on the day after the Term ends, a Reinstatement Fee of 5% of the annualized value of the Fees will be applied. An additional 5% of the annual value of the Fees will be applied every month thereafter until the Term is extended and/or the Agreement is formally renewed, until the cumulative Reinstatement Fee reaches 50% of annualized Fees, at which point it will be capped.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Early Termination Fees:</b> | If Customer terminates this Order Form for convenience or otherwise in a manner not expressly permitted pursuant to the TOU, Customer shall pay Neumo, as liquidated damages and not as a penalty, an amount equal to the Fees that would have been payable for the remainder of the then-current Term. The Parties acknowledge that actual damages would be difficult to determine and agree that such amount is a reasonable pre-estimate of Neumo's damages.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Taxes:</b>                  | All Fees and other amounts payable under this Order Form are stated exclusive of sales, use, excise, value-added, or similar transaction-based taxes. Neumo acknowledges that, if Customer is a governmental entity, Customer is generally exempt from such taxes. If, however, any such taxes are lawfully imposed on Customer in connection with this Order Form and are not subject to exemption, Customer shall be responsible for payment of those taxes. Customer shall not be responsible for any taxes imposed on or measured by Neumo's income, revenues, gross receipts, personnel, or real or personal property, or other assets.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>MISCELLANEOUS TERMS</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Payment Processing:</b>     | If the Services include credit card, debit card, ACH, or other electronic payment processing functionality, Customer acknowledges and agrees that such services are provided subject to the applicable rules, regulations, and operating guidelines of card associations (including Visa, MasterCard, Discover, and American Express), NACHA, and any third-party payment processor engaged by Neumo (collectively, the <b>"Payment Rules"</b> ). Customer shall comply, and shall ensure that its personnel and end users comply, with all applicable Payment Rules and with all applicable laws and regulations governing payment transactions. Neumo may require Customer to execute additional agreements with Neumo's designated third-party processors as a condition of enabling or continuing payment processing functionality. Customer is solely responsible for all chargebacks, reversals, refunds, or disputed transactions, and for any fines, penalties, or assessments imposed by a card association, NACHA, or a third-party processor arising out of Customer's use of the payment processing functionality. Neumo shall have the right to offset any such amounts against amounts otherwise payable to Customer. |
| <b>Piggyback:</b>              | During the Term: (1) other public corporations, entities, or agencies directly affiliated with Customer (each, a <b>"Piggyback Entity"</b> ) may request to piggyback on this Order Form to acquire solutions or services offered hereunder on the same terms and conditions set forth in this Order Form; and/or (2) Customer may acquire additional solutions or services offered by Neumo on the same terms and conditions set forth in this Order Form, other than pricing terms, which shall be negotiated in good faith by the parties hereto. If Neumo receives a request to piggyback on this Order Form, Neumo must provide written notice of the request to Customer within five (5) business days of receipt. If Neumo accepts, and Customer approves the request to piggyback, the administration of the services provided to any Piggyback Entity must be governed under a separate agreement between Neumo and such Piggyback Entity. Customer shall have no obligation or liability to Neumo, any Piggyback Entity, or any third party in connection with the administration of services provided to any Piggyback Entity.                                                                                           |



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| <b>Modification of Incorporated Documents:</b> | Neumo reserves the right from time to time to modify the TOU; however, this Order Form will remain governed by the TOU in effect as of the Effective Date.                                                                                                                                                                                                                                                                                                                                                |
| <b>Cap on Liability:</b>                       | TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF NEUMO ARISING OUT OF OR RELATING TO THIS ORDER FORM SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO NEUMO FOR THE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The limitations in this Section shall not apply to: (a) Neumo's indemnification obligations; (b) damages resulting from a Party's gross negligence or willful misconduct; or (c) Customer's obligation to pay Fees. |
| <b>Audit Rights:</b>                           | During the Term and for three (3) years thereafter, Neumo (or its designated third-party auditor) may, upon reasonable advance notice and during Customer's normal business hours, audit Customer's records and systems relating to its use of the Services to verify compliance with this Agreement.                                                                                                                                                                                                     |

[End of Terms]



## ADMINISTRATIVE INFORMATION:

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Contract #:</b>             | IC-11802                            |
| <b>Customer Name:</b>          | Hall County Clerk of Superior Court |
| <b>Billing Contact Name:</b>   | Mark Pettitt                        |
| <b>Billing Contact Email:</b>  | mark.pettitt@hallcourtsga.gov       |
| <b>Billing Contact Phone:</b>  | .                                   |
| <b>Contract Term (months):</b> | 12 months                           |
| <b>Neumo Representative:</b>   | Lis Andrade                         |
| <b>Billing Frequency:</b>      | Monthly                             |



Order Form Acceptance

By signing below, by issuing a purchase order or other written confirmation referencing this Order Form, by obtaining the Services through a reseller or purchasing agent, or by accessing or using the Services, Customer and Neumo accept this Order Form.

Customer Signature

|                                        |       |       |
|----------------------------------------|-------|-------|
| _____                                  | _____ | _____ |
| Signature of Authorized Representative | Title | Date  |

Neumo Signature

|                                              |                                 |                  |
|----------------------------------------------|---------------------------------|------------------|
| <u>Jennifer Dasenbrock</u>                   | <u>SVP, Legal and Contracts</u> | <u>7/30/2026</u> |
| Signature of Authorized Neumo Representative | Title                           | Date             |

APPROVED AS TO FORM



\_\_\_\_\_  
Nathaniel R. Anderson,  
Senior Assistant County Attorney