

Proposed on: April 13, 2026

Services Modification for Baldwin County Probate Office

Prepared for:

Sara Peden

Baldwin County Probate Office
220 Courthouse Square
Bay Minette, Alabama 36507
United States



Pricing Summary

Product	Product Code	Special Terms	Unit Price	QTY	Total Price
GovOS Records v2 Data and Image Load	GR000355		\$7,000	1	\$7,000.00
Re-Loads		If GovOS needs to do re-loads of data or images due to issues with data/images received, there is a \$500 per load fee. GovOS will get County's agreement prior to completing work.	\$500 per load		

GovOS will load images and data into Cloud Records

- Range of images: Prior to 2019-Marriage Licenses/Certificates with Index data only. 2019 Forward- Marriage Certificates with Index Data and Images
- Approximately 53,745 indexes prior to 2019, and 19,780 indexes and images from 2019 to current

Project includes the following:

- County will provide GovOS access to hard drive or FTP containing images scanned by another vendor. Each folder is named by Book #.
- Files will be delivered in a format this meets GovOS requirements for loading – multi- page TIFFs with identifier to link document in CloudRecords.
- GovOS conversion team will review and inventory the files from Baldwin to ensure all files are in expected format and no gaps exist.
- GovOS conversion team will write converters to align with the unique loads – one to link to existing data and update page counts, one to create documents in CloudRecords, add index data, update page counts and link images.
- GovOS is not responsible for quality or accuracy of data or images that are received for loading.
- GovOS will QA loads and run error reports. If any errors are identified and are related to the files received, GovOS will review with the County.
- GovOS will then push documents/images to Cloud Search so they are searchable.

See the General Statement of Work attached hereto for general terms associated with the Services.



Order Form General Terms

GENERAL INFORMATION

Expiration of Offer: The pricing set forth in this “**Order Form**” shall remain valid until July 12, 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.

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.

“**Agreement**” means the Existing Contract and the TOU (as applicable).

“**Customer**” means the “Customer” identified below.

“**Effective Date**” means the date this Order Form is signed by Customer.

“**Existing Contract**” means the “Existing Contract” indicated below, including amendments thereto.

Defined Terms: “**GovOS**” means Neumo Tax & Licensing, LLC f/k/a GovOS, Inc.

“**Services**” means, collectively, all products and services provided by GovOS under this Order Form, including without limitation: (a) access to and use of GovOS’s hosted software applications and related subscription offerings (“**Subscription Services**”); (b) professional services such as implementation, configuration, data migration, training, consulting, and other time-and-materials services (“**Professional Services**”); (c) maintenance and support services, including updates and upgrades to the Subscription Services (“**Maintenance Services**”); and (d) any ancillary services, including document processing, payment facilitation or third-party integrations, that GovOS 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.

“**TOU**” means GovOS’s standard terms of use and service level agreement, which can be found at <https://GovOS.com/tou-sla/>.

CUSTOMER INFORMATION

Organization Name: Baldwin County Probate Office

Primary Address: 220 Courthouse Square
Bay Minette, Alabama 36507
United States

Primary Contact Name: Sara Peden



Primary Contact Email: speden@baldwincountyal.gov

EXISTING CONTRACT INFORMATION

Title of Existing Contract:

The title of the Existing Contract or Order Form # is: TD Synnex Purchase Order: 5151137, which dated May 23, 2023. 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.

Expiration Date of Existing Contract:

July 12, 2026 (the “**Expiration Date**”)

Terms of Existing Contract:

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.

AMENDMENT(S); EXHIBITS

Incorporation of Additional Services; Co-Termination:

The Services identified in the Pricing Summary above are being added to, and shall be incorporated into, the Existing Contract, effective as of the Effective Date. As of the Effective Date, such Services shall be deemed part of the Services provided under the Existing Contract and shall be subject to all terms and conditions of the Existing Contract. Unless otherwise expressly stated in this Order Form, the term of the Services added pursuant to this Order Form shall co-terminate with the then-current term of the Existing Contract, including any renewal term thereof that is in effect at the time this Order Form becomes effective. Upon expiration or termination of the Existing Contract, this Order Form and the Services provided hereunder shall automatically terminate concurrently.

GovOS Required Exhibits:

The following exhibit(s)/schedule(s) are hereby incorporated into this Order Form (whether one or more, referred to herein as the “**GovOS Exhibits**”): General Statement of Work

FINANCIAL TERMS

Fees:

Fees for the Services during the Term shall be at the rates indicated on the Pricing Summary page (the “**Fees**”) and are non-refundable once paid.

Payment Terms:

Implementation Fees. 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.

Professional Services Fees. 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.

Subscription and Maintenance Fees. 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.

Per-Transaction, Per-Unit or Usage-Based Fees. Fees calculated on a per-transaction, per-unit, per-document, per-image, or similar usage basis shall be invoiced monthly in arrears.

All invoices are due and payable within thirty (30) days of the invoice date, in U.S. dollars, without set-off or deduction, subject to any prompt-payment laws applicable to Customer. In the event of a conflict between these payment terms and applicable law, the payment terms shall be deemed modified as necessary to comply with such laws.

All Fees and other amounts payable under this Order Form are stated exclusive of sales, use, excise, value-added, or similar transaction-based taxes. GovOS 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 GovOS's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

Taxes:

MISCELLANEOUS TERMS

Modification of Incorporated Documents:

GovOS 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.

Order of Precedence:

In the event of any conflict or inconsistency among the documents comprising the agreement between the parties, the following order of precedence shall apply (from highest to lowest): (i) the Existing Contract; (ii) the Order Form; (iii) the TOU; (iv) the GovOS Exhibits; and (v) the Customer Exhibits. The document higher in the order shall govern to the extent of the conflict.

Cap on Liability:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF GOVOS ARISING OUT OF OR RELATING TO THIS ORDER FORM SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO GOVOS 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) GovOS's indemnification obligations; (b) damages resulting from a Party's gross negligence or willful misconduct; or (c) Customer's obligation to pay Fees.

[End of Terms]



ADMINISTRATIVE INFORMATION:

Contract #:	IC-782
Customer Name:	Baldwin County Probate Office
Billing Contact Name:	Sara Peden
Billing Contact Email:	speden@baldwincountyal.gov
Billing Contact Phone:	(251) 580-2511
Contract Term (months):	One-time Professional Services
GovOS Representative:	Vince O'Rourke
Billing Frequency:	One-time



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 GovOS accept this Order Form.

Customer Signature

Signature of Authorized Representative Title Date

GovOS Signature

David Farrell Interim CFO 4/30/2026

Signature of Authorized GovOS Representative Title Date



GENERAL STATEMENT OF WORK

This General Statement of Work ("**General SOW**") is issued by and between GovOS ("**GovOS**") and the customer identified in the applicable Order Form ("**Customer**"). This General SOW is incorporated into and governed by the GovOS Terms of Use ("**TOU**"), which are referenced in the Order Form by hyperlink or, if required by Customer, attached to the Order Form, and made part of the Order Form as if fully set forth therein. Capitalized terms not defined in this General SOW have the meanings given in the TOU.

1. Purpose; Relationship to GovOS Terms of Use

1.1 Purpose. This General SOW sets forth the standard, cross-solution terms under which GovOS will perform professional services, configuration, implementation, migration, training, consulting, and related activities (collectively, the "**Services**") and deliver the associated work product, outputs, and service results (collectively, the "**Deliverables**") for Customer.

1.2 Supplemental SOWs. Project-level or solution-specific statements of work ("**Supplemental SOWs**") describe the particular Deliverables, scope, and implementation details applicable to a given engagement. Each Supplemental SOW supplements and overlays this General SOW solely for its subject matter.

1.3 Order of Precedence. The TOU governs over this General SOW and any Supplemental SOW. A Supplemental SOW governs over this General SOW solely with respect to the specific, express modifications set forth in such Supplemental SOW.

2. Definitions

"**Acceptance**" has the meaning set forth in Section 9.

"**Change Order**" means a mutually executed written amendment modifying the scope, assumptions, schedule, or commercial elements of a Supplemental SOW or Project Plan.

"**Customer Data**" means all data, files, images, documents, records, indexes, personal information, and other content provided or made available by Customer, or by third parties acting on Customer's behalf, in connection with the Services.

"**Deliverables**" means the configured items, converted data, documentation, reports, implementation outputs, and other deliverable items identified in a Supplemental SOW or Project Plan.

"**Documentation**" means materials prepared by GovOS describing configurations, processes, or operational guidance related to the Deliverables.

"**Project Plan**" means the mutually agreed plan for a given engagement, including tasks, roles, milestones, sequencing, environments, and target dates.

"**Services**" has the meaning provided in Section 1.1 and includes services performed by GovOS's approved subcontractors.

"**Support Addendum**" means any service support or service level schedule attached to a Supplemental SOW for post-go-live support.

"**Security Addendum**" means any hosting or security schedule attached to a Supplemental SOW that applies to cloud-delivered components of the Services.

3. Scope of Services



3.1 General Scope. GovOS will perform the Services described in the applicable Supplemental SOW and Project Plan. These may include: (a) project initiation, discovery, and business process review ("**BPR**"); (b) configuration of solution components; (c) data migration, data transformation, and content conversion; (d) setup and testing of integrations; (e) preparation of Documentation; (f) training for Customer personnel; (g) assistance with user acceptance testing ("**UAT**"); (h) go-live planning and support; and (i) transition to support services.

3.2 Exclusions. Unless a Supplemental SOW expressly states otherwise, the Services do not include: (a) supply, repair, or maintenance of Customer hardware, devices, or network infrastructure; (b) licensing or procurement of third-party software or services; (c) development of custom integrations, applications, workflows, or reports; (d) data cleansing, remediation, or enrichment beyond converting data provided by Customer; (e) postage, compliance mailings, or related pass-through costs; or (f) project management or consulting for third-party vendors.

3.3 Change Management. Material changes to scope, dates, assumptions, Customer responsibilities, or required effort must be documented through a mutually executed Change Order before GovOS begins work on the changed items.

4. Deliverables; Performance Standards

4.1 Deliverables. Deliverables are as identified in the applicable Supplemental SOW and Project Plan and may include configurations, environments, converted data, mapping documents, interface specifications, test scripts, training materials, runbooks, documentation packages, or other defined outputs.

4.2 Performance Standard. GovOS will perform Services in a professional and workmanlike manner, consistent with applicable industry standards and the mutually agreed Project Plan.

4.3 Documentation. GovOS will prepare Documentation reasonably necessary to describe the configuration and operation of the implemented solution to support Customer's internal administrative use.

4.4 Dependencies. Where Deliverables depend on timely Customer inputs, decisions, data, reviews, or third-party actions, GovOS's obligations are conditioned on Customer's timely performance under Section 6.

5. Project Governance; Reporting

5.1 Project Team. Each party will designate a project manager as its primary point of contact. GovOS may assign configuration, migration, technical, or project resources on a rotating basis to meet project needs.

5.2 Meetings and Cadence. Unless otherwise agreed, GovOS and Customer will meet regularly during active project phases (typically weekly) to review status, risks, decisions, and next steps.

5.3 Project Reporting. GovOS will provide periodic written or electronic status reports summarizing completed work, upcoming tasks, decisions required, and risks or issues.

5.4 Escalation. If the parties cannot resolve a project issue through normal channels, they will escalate it to designated executive sponsors for resolution in a timely manner.

6. Customer Responsibilities; Assumptions

6.1 General Responsibilities. Customer will: (a) provide timely access to Customer personnel with decision-making authority; (b) furnish Customer Data in mutually agreed formats and frequencies; (c) provide access to Customer systems, environments, or third-party systems as needed; (d) timely review and approve Deliverables within the Acceptance period; and (e) conduct UAT and provide appropriate staff for validation activities.



6.2 Organizational Readiness. Customer is responsible for internal change management, communication to its users, training of end-users beyond the scope of GovOS's training obligations, and any internal policy or procedural changes required to use the Deliverables.

6.3 Technical Environment. Customer is responsible for ensuring that its infrastructure (including browsers, security settings, network, and hardware) meets the minimum requirements for operation of the solution and for resolving internal IT issues that are unrelated to the Deliverables.

6.4 Payment Environments. If a Supplemental SOW includes payment or remittance capabilities, Customer will complete any required merchant account setup, banking configuration, or third-party payment gateway onboarding.

6.5 Project Assumptions. Assumptions underlying the Services will be stated in the Supplemental SOW or Project Plan. Material deviations from assumptions may require a Change Order.

7. Schedule; Project Plan; Milestones

7.1 Project Plan. The parties will collaborate to produce a Project Plan that outlines project phases, tasks, responsibilities, dependencies, environments, and target milestone dates.

7.2 Target Dates. All dates are target dates unless explicitly identified as binding in a Supplemental SOW. Target dates may be adjusted if Customer does not meet its responsibilities in Section 6 or if assumptions change materially.

7.3 Resource Scheduling. If Customer delay or inaction results in scheduling impacts, GovOS may adjust resource allocation and timelines. Additional effort or idle resource time resulting from such delays may require a Change Order.

7.4 Transition to Support. Upon completion of go-live and stabilization activities, the project will transition to support under the Support Addendum or applicable support schedule.

8. Change Management

8.1 Change Requests. Either party may request adjustments to scope, assumptions, timeline, or resource allocation.

8.2 Evaluation and Approval. GovOS will evaluate requested changes and communicate any effects on scope, timeline, or fees. Material changes require a mutually executed Change Order before work proceeds.

8.3 Emergency Changes. Where necessary to maintain system operability or address urgent issues materially affecting the project, the parties may authorize changes via written confirmation (including email), followed by execution of a formal Change Order.

9. Testing; Acceptance

9.1 Delivery and UAT. Upon completing a Deliverable or milestone, GovOS will notify Customer that the Deliverable is ready for review ("**Delivery**"). Customer will conduct UAT to verify conformance with the specifications in the applicable Supplemental SOW and Project Plan.

9.2 Acceptance Period. Within ten (10) business days after Delivery, Customer will either (a) accept the Deliverable or (b) provide a written rejection specifying the material non-conformities. If Customer does not respond within the acceptance period, the Deliverable is deemed accepted.



9.3 Correction and Resubmission. If Customer rejects a Deliverable, GovOS will use commercially reasonable efforts to correct the identified material non-conformities and resubmit the Deliverable, after which a new ten-business-day acceptance period applies.

9.4 Acceptance by Use. If Customer uses a Deliverable in a production environment for fourteen (14) consecutive days, the Deliverable is deemed accepted.

9.5 Time Limit for Claims. Unless otherwise prohibited by law, Customer must raise any claim relating to the Services within twelve (12) months after Delivery.

