

INNOVATION AGREEMENT

THIS INNOVATION AGREEMENT (the “**Agreement**”) is entered on this 12th day of December, 2023 (the “**Effective Date**”), by and between **VIRTUAL REVIEW ASSIST, INC.**, a Delaware corporation **D/B/A AUTOREVIEW.AI** (hereinafter the “**Company**”), and **HERNANDO COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter the “**County**” or the “**Customer**”). The County and the Company may each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Company is in the business of providing software solutions to assist with planning, zoning, landscape, building construction, and building inspection code compliance; and

WHEREAS, the Company and County mutually desire that the Company provides access to software developed by the Company and related services to the County, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals listed above are true and correct and incorporated herein by reference.
2. Software-as-a-Service.

(A) Description of Software. The Company will provide certain software services (the “**Software**”) as specifically described in one or more statement(s) of work executed by the Parties and attached hereto as **Exhibit “A”** or such other writing, exhibit, instrument, correspondence, or agreement detailing the services to be provided by the Company (collectively, the “**Statement(s) of Work**” or “**SOW**”). The terms of this Agreement shall govern and supplement each of the Statement(s) of Work. In the event of a conflict between this Agreement and a Statement of Work, the terms of the particular Statement of Work shall control. The Company shall not provide any services or work except as specifically set forth in a Statement of Work or a Change Order in the form approved by the Company. All services and/or work provided outside of a Statement of Work shall be subject to a subsequent or different Statement of Work, or if such work changes the scope or services to be provided in a specific Statement of Work, the changes shall be in a written Change Order executed by both parties. In the event of a conflict between a Change Order and a Statement of Work or between a Change Order and this Agreement, the terms of the particular Change Order shall control.

(B) Access: Customer Data. The County shall provide the Company with such access to the appropriate County offices, employees, and officials during regular operating hours, as the Company shall deem desirable or necessary for the Company to provide its services pursuant to

this Agreement. Such access shall include but is not limited to in-person meetings, telephone calls, virtual meetings, emails, and messages. The County's failure to provide necessary access shall constitute a breach of this Agreement. The County further agrees to promptly provide the Company with all information, whether written or otherwise (collectively, the "**Customer Data**"). to enable Company to perform its services under this Agreement. The County assumes all responsibility for the accuracy of all Customer Data and agrees that it is not within the Company's scope of services to verify the accuracy of said Customer Data. The County shall not hold Company responsible for the accuracy of the Customer Data and shall indemnify, defend, and hold harmless Company for any claims arising from the inaccuracy of such Customer Data.

(C) **Updates, Installation, Maintenance and Technical Support.** Company shall make available and shall not unreasonably restrict Customer's access to any modifications, error corrections, bug fixes, new releases or other updates of or to the Software that may be provided or otherwise made available by Company from time to time to its customers (collectively the "**Updates**"), as well as technical support, in accordance with the terms and conditions set forth in **Exhibit "A"**, attached hereto and incorporated herein by reference, and as otherwise set forth in this Agreement; provided, however, that this requirement shall not in any way modify or limit Company's right to perform site maintenance and other services for the benefit of its customers even if such services would temporarily restrict Customer's access to the Software. Any Updates made available by Company hereunder shall be deemed part of the Software and shall be subject to the terms and conditions of this Agreement. To the extent Company licenses some or all of the Software and/or components thereof from third party vendors ("**Vendors**"), such Vendors shall be responsible for creating updates and making them available to Company for installation or distribution (the "**Vendor Updates**") and Company shall not be liable to Customer for any failures by the Vendors to do so. All Vendor Updates shall be provided or made available to Customer promptly after they are made available to Company, shall be deemed part of the Software and shall be subject to the terms and conditions of this Agreement.

(D) **Professional Services.** Company and Customer may from time to time agree for the Company to provide certain additional professional services (the "**Professional Services**"), and will document such Professional Services in a separate Statement of Work to be attached to this Agreement. Each such Statement of Work shall be subject to all of the terms and conditions contained in this Agreement, shall become binding upon execution by each of the parties hereto and, upon execution, is hereby incorporated into this Agreement by reference. Company shall provide to Customer the Professional Services in a timely and professional manner consistent with industry standards, in all material respects in accordance with this Agreement and any terms set forth in the applicable Statement(s) of Work. If any services, functions or responsibilities not specifically described in a Statement of Work are required for the proper performance and provision of the Professional Services, they shall be deemed to be included within the scope of Professional Services to the same extent as if specifically described. As compensation for any Professional Services performed by Company pursuant to any Statement of Work, Customer shall pay Company a fee for such Professional Services rendered in such Statement of Work at rates mutually agreed to by the parties in writing on a time and materials basis and as set forth in an invoice issued by Company, which may or may not be included as part of the Statement of Work. Customer shall compensate Company for Professional Services no later than thirty (30) days after the date on which the Company invoice is received.

(E) Training. Company shall provide such training relating to the Software as shall be detailed in Exhibit "A" hereto.

(F) Look and Feel. Unless otherwise described in the applicable Statement(s) of Work, the Company shall have control of the look and feel of the Software, including without limitation, the inclusion of Company's name, and trade and service marks.

3. Fees. In consideration of the Company's provision of the Software hereunder, the Customer shall pay to the Company such fees (the "Fees") as described in the corresponding Statement(s) of Work attached hereto as Exhibit "A". Unless otherwise stated in the corresponding Statement of Work, the Company shall invoice the Customer on a monthly or semi-monthly basis for any Fees and Customer shall pay all Fees as described in any such invoice no later than thirty (30) days after the date on which such invoice is received. Payment shall be made via check or wire transfer in immediately available funds. Payment of any amounts due hereunder shall be in U.S. Dollars unless otherwise specified. In the event that the Customer fails to pay any amounts due to Company, (i) the Customer shall pay interest on the outstanding amounts due in the amount of 1.5% per month, (ii) the Company may cease all Software pursuant to this Agreement, (iii) the Company may terminate this Agreement, (iv) the Company may withhold all Software, Software Reports, and any and all deliverables developed by Company pursuant to this Agreement until such time as the Customer has paid all amounts (including interest charges) due to Company in full, and (v) is Company is required to bring collection proceedings, Customer shall pay to the Company all costs of collection, including without limitation attorneys' fees and costs and a fee for the time spent by Company personnel (computed using Company's prevailing fee scale) pursuing collection. The Customer agrees that it shall pay Company for its services in accordance with the Agreement, regardless of whether or not the Customer has been paid by its client.

4. Intellectual Property Rights; Grant of Licenses. Each party shall grant to the other such rights and licenses as set forth herein, and no other licenses. Any rights not expressly granted herein are reserved by the licensor. The licenses granted herein shall begin as of the Effective Date and shall continue in effect until this Agreement is terminated pursuant to Section 9 hereof.

(A) Grant of License by Customer. Company acknowledges that as between Company and the County, nothing in this Agreement shall be construed as transferring to Company the rights to the Customer Data apart from the license granted pursuant to this Section 4(A). County hereby grants to Company a worldwide, non-exclusive, transferable, royalty-free, and perpetual right and license, with the right to sublicense, to use, store, reproduce, replicate, analyze, host, generate, and maintain the Customer Data for purposes of (i) making the Software available to the County in accordance with this Agreement, (ii) improving the Software and the services we provide, (iii) running anonymous statistical analysis and research on the use of the Company's services, (iv) other legitimate business purposes of the Company, and (v) complying with legal requirements and legal processes (such as responding to a subpoena, to prevent fraud, complying with an inquiry by a government agency or other regulator, or other legal purposes). In addition, the County grants to Company a worldwide, non-exclusive, transferable, royalty-free, and perpetual right and license, with the right to sublicense, to use the Customer's names, fictitious

names, trademarks, services marks, and other identifying markers of the Customer on the Software Reports.

(B) Grant of License by Company. The County acknowledges that any software, source code, object code and programs developed by Company in connection with the Software provided hereunder, including any modifications or improvements thereto, and including the Software Reports, are the exclusive property of Company and nothing in this Agreement shall be construed as transferring to the County the rights to any such items apart from the licenses granted pursuant to this Section 4(B). Subject to the terms and conditions otherwise set forth in this Agreement and any applicable Statement(s) of Work, Company hereby grants to County a worldwide, non-exclusive, nontransferable and revocable right and license, without the right to sub-license, to (i) access and use the Software in connection with the Customer's legitimate business purposes, and not for purposes of resale, and (ii) use any Software Reports in connection with the Customer's legitimate business purposes, and not for purposes of resale.

(C) Restrictions. The County shall not (i) reverse engineer, disassemble, decompile or otherwise attempt to derive source code from the Software, Software Reports, or any other application or documentation associated with the provision of services hereunder; (ii) modify, adapt, translate or create derivative works based on the Software, Software Reports, or any other application or documentation associated with the provision of services hereunder; (iii) reproduce any portion of the Software, Software Reports, or any other application or documentation associated with the provision of services hereunder; or (iv) permit, authorize or commission any party to do any of the foregoing.

(D) Record Retention. Company may retain all pertinent records related to the services performed pursuant to this Agreement, including without limitation copies of the Customer Data and the Software Reports, for a period of ten (10) years following Company's date of completion of the project services, during which period, upon written request by the Customer, the records will be made available to the Customer at all reasonable times and an administrative fee may be charged to the Customer for retrieval and reproduction of such records. Notwithstanding the foregoing, after five (5) years following Company's date of completion of the project services, Company shall, only at Customer's written request, destroy the Customer Data and the Software Reports within the time frame requested by Customer.

5. Term of Agreement. This Agreement shall remain in full force and effect until the expiration of all Statement(s) of Work executed by both Parties hereunder (the "**Term**").

6. Representations and Warranties; Disclaimer and Indemnification.

(A) General Representations and Warranties. Each Party represents and warrants to the other Party that the warranting Party: (i) has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (ii) is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized or qualified would not have a material, adverse effect on its ability to fulfill its obligations hereunder; (iii) will

comply with all federal, state and local laws and regulations applicable to it in the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder; (iv) will avoid deceptive, misleading or unethical practices that could adversely affect the performance of the other Party's obligations under this Agreement or, during the Term, damage the reputation of the other Party; and (v) has not entered into any agreement with a third party, the performance of which is reasonably likely to prevent it or the other Party from performing fully its respective obligations hereunder.

(B) General Disclaimer. EXCEPT AS SET FORTH HEREIN, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, THE DELIVERABLES OR ANY OTHER MATTER CONTEMPLATED BY THIS AGREEMENT OR ANY CHANGE ORDER ENTERED INTO IN CONNECTION HERewith.

(C) Specific Disclaimer. THE COMPANY DOES NOT PROVIDE ANY ENGINEERING, ARCHITECTURAL OR DESIGN SERVICES. THE COMPANY'S SOFTWARE IS A TOOL USED TO ASSIST THE CUSTOMER TO ANALYZE THE CUSTOMER DATA AND TO DETERMINE WHETHER THE CUSTOMER DATA COMPLIES WITH CERTAIN APPLICABLE LAWS. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMER SET FORTH IN SECTION 6(B) ABOVE, COMPANY IS NOT RESPONSIBLE FOR, AND CUSTOMER SHALL INDEMNIFY AND HOLD THE COMPANY INDEMNIFIED PARTIES (AS DEFINED BELOW) HARMLESS FROM ANY AND ALL LOSS, DAMAGE, EXPENSE, COST OR LIABILITY ASSERTED AGAINST ANY OF THE COMPANY INDEMNIFIED PARTIES AND ARISING OUT OF OR RESULTING FROM: (I) DEVELOPING, DRAFTING, OR MAKING CHANGES TO ANY DESIGNS OR THE VIABILITY OF DESIGNS OR CUSTOMER DATA SUPPLIED BY THE CUSTOMER, (II) ANY ACTIONS OR INACTIONS OF THE CUSTOMER OR ANY THIRD PARTY RELATING TO THE CUSTOMER DATA, (III) THE CUSTOMER'S USE OF THE SOFTWARE OR THE SOFTWARE REPORTS, (IV) ANY WORK PERFORMED BY CUSTOMER OR ANY THIRD PARTY, WHETHER OR NOT BASED ON OR RELATING TO THE CUSTOMER DATA, THE SOFTWARE, OR THE SOFTWARE REPORTS, (V) ENSURING THAT THE DESIGNS AND CUSTOMER DATA COMPLY WITH APPLICABLE LAWS, AND (VI) CUSTOMER'S OR ANY THIRD PARTY'S FAILURE TO COMPLY WITH APPLICABLE LAWS, ORDINANCES, RULES OR REGULATIONS, WHETHER OR NOT THE SOFTWARE REPORTS NOTIFIED THE CUSTOMER OF SUCH NONCOMPLIANCE.

(D) Indemnification by Company. Company shall indemnify, defend, pay and hold the Customer and its representatives, successors and assigns (collectively, the "**Customer Indemnified Parties**") harmless from and against any and all loss, damage, expense, cost or liability asserted against any of the Customer Indemnified Parties and arising out of or resulting from any breach by the Company of any of its representations, warranties or covenants herein contained.

(E) Indemnification by Customer. In addition to other indemnification obligations of the Customer as set forth in this Agreement or any Statement of Work, Customer shall indemnify, defend, pay and hold the Company and its officers, directors, shareholders, agents, employees, representatives, successors and assigns (collectively, the "Company Indemnified Parties") harmless from and against any and all loss, damage, expense, cost or liability asserted against any of the Company Indemnified Parties and arising out of or resulting from (i) any breach by the Customer of any of its representations, warranties or covenants herein contained, (ii) the Customer's use of the Software or the Software Reports, and any services provided by the Company pursuant to this Agreement or otherwise, (iii) any data generated by the Software, including without limitation the Software Reports, (iv) Customer's operation of its business, the designs created by or on behalf of the Customer, and any Customer Data provided to the Company, (v) Customer's obligations under applicable law or under contracts with third parties, (vi) actions or omissions, intentional or unintentional, of Customer or any architects, engineers, MEP engineers, building contractors and subcontractors, and each of their subcontractors, and any other third party engaged or employed by Customer or that performs work in connection with any project of the Customer, and (v) any other matter described in this Agreement.

7. Confidential Information. Each Party acknowledges that, during the Term of this Agreement, each Party may obtain proprietary, intellectual property and other confidential information relating to the other's business, customers, suppliers, current and future products and services, and other matters (collectively the "Confidential Information"). Ownership of Confidential Information shall not pass from the Party owning such information (for purposes of this paragraph, the "Owner") to the other Party (for purposes of this paragraph, the "Receiving Party") by virtue of this Agreement, and Owner shall retain all right and title to the Confidential Information. Each Party hereby acknowledges and agrees that the Confidential Information constitutes and contains valuable proprietary information and trade secrets of the other Party, and embodies substantial creative efforts and confidential information, ideas and expressions. Each Party agrees: (i) to protect the Confidential Information from unauthorized dissemination and use; (ii) to use the Confidential Information only for the performance of the Receiving Party's obligations and in connection with the exercise of the Receiving Party's rights hereunder; (iii) not to disclose any Confidential Information, or any part or parts thereof, to any of its employees, agents or contractors other than those employees who are aware of and bound by the confidentiality obligations imposed by this Section 7; (iv) not to disclose or otherwise provide to any third party, without the prior written consent of the Owner, any Confidential Information or any part or parts thereof; (v) to undertake whatever action is necessary to prevent or remedy any breach of the confidentiality obligations set forth herein or any other unauthorized disclosure of any Confidential Information by its current or former employees, agents or contractors; and (vi) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information. The Company acknowledges that the County is a governmental agency subject to Chapter 119, Fla. Statutes. Any disclosure of Confidential Information by the County shall be limited to the minimum extent required by law, and the County shall notify the Company of any such request pertaining to the Company. The foregoing restrictions pertaining to the Confidential Information shall not apply with respect to any Confidential Information that: (i) was or becomes publicly known through no fault of the Receiving Party; (ii) was known by the Receiving Party before receipt from the Owner, as evidenced by the Receiving Party's written

records: (iii) becomes known to the Receiving Party without confidential or proprietary restriction from a source other than the Owner that does not owe a duty of confidentiality to the Owner with respect to such Confidential Information; or (iv) is independently developed by the Receiving Party without the use of the Confidential Information, as evidenced by the Receiving Party's written records. In addition, the Receiving Party may use or disclose Confidential Information to the extent the Receiving Party is legally compelled to disclose such Confidential Information; provided, however, prior to any such compelled disclosure the Receiving Party shall cooperate fully with the Owner in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.

8. Limitation on Damages.

(A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR EXPECTED SAVINGS OR OTHER ECONOMIC LOSSES, OR FOR INJURY TO PERSONS OR PROPERTY) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, REGARDLESS OF WHETHER SUCH FIRST PARTY KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY TO ALL CLAIMS AND ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR ANY OTHER GROUNDS. NOTWITHSTANDING THE FOREGOING, EACH PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ACTUAL DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT.

(B) TO THE MAXIMUM EXTENT PERMITTED AT LAW, COMPANY'S AGGREGATE LIABILITY FOR DAMAGES TO THE CUSTOMER FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, FRAUD, NEGLIGENCE, PRODUCTS LIABILITY AND STRICT LIABILITY), SHALL BE LIMITED TO THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY COMPANY FROM THE CUSTOMER DURING THE THREE (3) MONTHS PRIOR TO THE DATE OF THE CLAIM.

9. Termination.

(A) Either Party may terminate this Agreement as follows: (A) for any reason with thirty (30) days prior written notice to the other Party, or (B) effective immediately upon written notice to the other Party if the other Party (i) is adjudicated insolvent or bankrupt; (ii) is the subject of liquidation or termination of business; or (iii) assigns all or substantially all of its assets for the benefit of creditors. In the event of any breach of this Agreement or any Statement of Work by Company, Customer's sole and exclusive remedy shall be for Company to correct or re-perform the work at Company's sole cost and expense. In the event of any breach of this Agreement or any Statement of Work by Customer, Company shall have all legal and equitable rights and remedies available to it for enforcement of this Agreement.

(B) On the effective date of termination of this Agreement for any reason, the Customer shall pay to the Company all Fees due and payable as of the effective date of termination pursuant hereunder. After either Party provides notice of termination for any reason, no new work will be initiated or accepted. In the event of a termination of this Agreement for any reason, Customer shall pay to Company, no later than thirty (30) days after the effective date of termination, all Fees due and payable through the effective date of termination plus all direct costs incurred by the Company to prepare such analyses and records as are necessary to complete its files. Customer shall not be entitled to a refund of any amounts previously paid to the Company.

10. Entirety. This Agreement embodies the entire agreement between the parties concerning the matter dealt with herein and supersedes all prior agreements or understandings as may relate to the proposed transaction completed hereby.

11. Relationship between Parties. The parties to the Agreement are independent contractors. Neither Party is an agent, representative or partner of the other Party. Neither Party will have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. The Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either Party. Company shall provide all tools, materials, training, hiring, supervision, work policies and procedures, and be responsible for the compensation, discipline and termination of Company personnel.

12. Notices. Unless otherwise provided, notices provided under this Agreement must be in writing and delivered by (i) certified mail, return receipt requested, (ii) hand delivered, (iii) facsimile with receipt of a "Transmission OK" acknowledgment, (iv) e-mail, or (v) delivery by a reputable overnight carrier service (in the case delivery by facsimile or e-mail the notice must be followed by a copy of the notice being delivered by a means provided in (i), (ii) or (v)). The notice will be deemed given on the day the notice is received. In the case of notice by facsimile or e-mail, the notice is deemed received at the local time of the receiving machine, and if not received, then the date the follow-up copy is received. Notices must be delivered to the following addresses or at such other addresses as may be later designated by notice:

If to Company: VIRTUAL REVIEW ASSIST. INC.
Attn: Mr. Robert Christy
412 Madison ST STE 811
Tampa, FL 33602
Phone: 813-376-3088
E-mail: rchristy@autoreview.ai

If to Customer: HERNANDO COUNTY, FLORIDA
Department of Development Services
Attn: _____

Phone: [•]
Fax: [•]

E-mail: [•]

13. Assignment. Customer may not assign any of its rights of this Agreement or delegate any of its obligations without the prior written consent of the Company, which consent shall not be unreasonably withheld. Company may assign and subcontract any of its rights or obligations under this Agreement without the Customer's consent. This Agreement is binding upon and enforceable by each Party's permitted successors and assignees. Any assignment in violation of this Section 13 is null and void.

14. Severability. If any one or more provisions of this Agreement or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and the parties shall negotiate in good faith a substantively comparable enforceable provision to replace the unenforceable provision.

15. Non-Exclusivity. This Agreement shall be non-exclusive for both parties, and nothing in this Agreement shall be read to preclude either Party from entering into a similar agreement with a third party.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to principles of conflict of laws.

17. Venue and Jurisdiction. Venue for all suits arising pursuant to this Agreement shall lie exclusively in the courts of Hillsborough County, Florida. By execution and/or adoption of this Agreement, each Party hereby submits to the in personam jurisdiction of all courts of Hillsborough County, Florida.

18. Excusable Delay. Neither Party shall be liable for failure to perform its obligations hereunder due to causes beyond its control, including but not limited to, acts of God, fire, flood, or other catastrophes; strikes, lock-outs, pandemics, epidemics, work stoppages or other labor difficulties, denial of service attacks, damage to transmission lines or devices and power failures.

19. Modification. This Agreement may not be amended or modified except in writing signed by a duly authorized representative of each Party.

20. Waiver. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar).

21. Headings. The Section headings used herein are for convenience of reference only and shall not define or limit the provisions of this Agreement.

22. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

agreement. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., DocuSign) or other transmission method and any counterpart so delivered shall be deemed to have been duly signed and validly delivered and effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with the intent that it be effective as of the date first above written.

“COMPANY”

**VIRTUAL REVIEW ASSIST, INC. D/B/A
AUTOREVIEW.AI**, a Delaware corporation

By: Robert Christy, Jr.
Robert Christy, Jr. (COUNTY ATTORNEY)
Robert Christy, Jr., CEO

“CUSTOMER”

HERNANDO COUNTY, FLORIDA, a
political subdivision of the State of Florida

By: Elizabeth Narverud
Name: Elizabeth Narverud
Its: Chairperson
Date: December 12, 2023

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Melissa Tartaglia
County Attorney's Office

EXHIBIT "A"
STATEMENT(S) OF WORK

Virtual Review Assist, Inc. D/BA AutoReview.ai ("**AutoReview**"), is a software development company focusing on planning, zoning, landscape, building construction, and building inspection. We provide cutting-edge software tools that perform rapid, uniform, comprehensive, and consistent code reviews using state-of-the-art patent pending technologies. This document defines the terms of the access, nature, and extent that the County can utilize AutoReview Planning and Zoning software and consulting services.

ABOUT AUTOREVIEW'S PROPRIETARY SOFTWARE

AutoReview software has created a standardized process for review of all CAD files associated with local government plan review, transforming the planning and zoning industry. AutoReview Software is leading the Design, Construction, and Planning industries through the rapid development of expedited review processes, saving you, your organization, and your constituents time and money.

AUTOREVIEW PRODUCT AND SERVICES DESCRIPTION

Scope of Services. The Company's proprietary software creates a standardized process for expedited review of all computer-aided design ("**CAD**") files associated with local government plan review. Full Review will be completed within 24 hours of submittal for digital CAD file submissions, and within 48 hours of submittal for PDF submission using AutoCAD Processor. "**Full Review**" means that the Company will generate customized notes and feedback ("**Flag Notes**") specific to Customer's data input. The Company shall provide the following services to the County:

Automated Landscape Review. An automated, artificial intelligence ("**AI**") powered review of a site plan encompassing all municipal guidelines for the County Landscape Code, as approved by the Development Services Department ("**Landscape Full Review**"). The County will be responsible for relaying this information to the applicant. Each Landscape Full Review shall consist of at least two individual lots that are not single-family lots. The price of each Landscape Full Review is One Thousand Dollars and 00/100 (\$1,000). Subsequent Landscape Full Reviews for plats at the same address as a prior Landscape Full Review are included in this cost and are not subject to an additional charge.

Automated Landscape Single Family Plot Reviews. An automated, AI powered review of a single-family lot encompassing all municipal guidelines for the County Landscape Code, as approved by the Development Services Department ("**Landscape Plot Review**"). The price of each Landscape Plot Review is One Hundred Dollars and 00/100 (\$100). Subsequent Landscape Plot Reviews for plots at the same address as a prior Landscape Plot Review are included in this cost and are not subject to an additional charge.

Automated Planning and Zoning Review. An automated, AI powered review of a site plan encompassing all municipal guidelines for the County Planning and Zoning Code, as approved by the Development Services Department (“**Planning and Zoning Full Review**”). The County will be responsible for relaying this information to the applicant. Each Planning and Zoning review shall consist of at least two individual lots that are not single-family lots. The price of each Planning and Zoning Full Review is One Thousand Dollars and 00/100 (\$1,000). Subsequent Planning and Zoning Full Reviews for plats at the same address as a prior Planning and Zoning Full Review are included in this cost and are not subject to an additional charge.

Automated Planning and Zoning Single Family Plot Reviews. An automated, AI powered review of a single-family lot encompassing all municipal guidelines for the County Planning and Zoning Code, as approved by the Development Services Department (“**Planning and Zoning Plot Review**”). The price of each Planning and Zoning Plot Review is One Hundred Dollars and 00/100 (\$100). Subsequent Planning and Zoning Plot Reviews for plots at the same address as a prior Landscape Plot Review are included in this cost and are not subject to an additional charge.

Training, Support, and Feedback. The Company will provide training and support to the County related to all aspects of the software. “ViRA” is the Company’s AI powered virtual assistant capable of reviewing code and ViRA may provide automated support alongside employees of the Company. Collaboration, candid feedback and open communication between the County and the Company is encouraged and will enable more efficient implementation and use of the software. Training, support (including the use of ViRA), and feedback are free of charge. Consulting services that are separate from training or support are subject to additional charges, and the pricing of such services will be agreed upon between the Company and County separately from this Agreement.

TERM OF AGREEMENT

The Agreement will remain in effect for one (1) year following the date that the Agreement is entered into. For a period of three (3) years following the Effective Date, the Customer shall have the option to enter into a renewal for an additional one-year period prior to the expiration of the Agreement (the “**Renewal Term**”). Customer shall notify Company in writing of its intent to renew the Agreement for an additional year at least sixty (60) days prior to the expiration of the Agreement or Renewal Term. Each Renewal Term shall require a new written agreement to be entered into by the parties, and such agreement shall replace and supersede any prior Agreement between the parties.

PRICING

The County shall pay to AutoReview a minimum amount of Twelve Thousand Dollars and 00/100 (\$12,000) per month throughout the duration of the Agreement. If the County does not use \$12,000 worth of reviews in any month, then the unused amount may be carried forward into the following month, after which it will expire. For example, if the County uses \$10,000 worth of reviews in one month, the County will receive a credit of \$2,000 worth of reviews for the following month, which may be applied if and to the extent the invoice amount for such

month exceeds \$12,000. If the County uses more than \$12,000 worth of reviews in any month, the excess amount will be carried forward and accumulated into the following month's invoice. The prices are illustrated in the table below:

Sr. Number	Product	Cost Per Review
1	Landscape Full Review	\$1,000
2	Landscape Plot Review	\$100
3	Planning and Zoning Full Review	\$1,000
4	Planning and Zoning Plot Review	\$100

The above table illustrates pricing as of the Effective Date of the Agreement. Additional products or services may be offered to the County by the Company in the future and such additional products/services or changes to the above pricing structure must be provided in a Change Order or separate Statement of Work, or otherwise mutually agreed to in writing by the Company and the County. If the Agreement is terminated or expires, all amounts owed to Company shall be due and payable at such time. At the beginning of each Renewal Term (as defined above), the Company reserves the right to adjust the costs of services upwards or downwards, based on the fair market value of the services at such time. In the event the total cost increases, Customer shall receive a discount at a rate of twenty-five percent (25%) of the amount of such increase for the applicable Renewal Term.

PAYMENT TERMS

Payment amount due will be calculated based on the usage of the above-described products and services. In no event shall the monthly payment amount be less than \$12,000. The Company will send the County an invoice every month a detailed breakdown of total costs including services provided and product usage. Payments are to be sent no later than thirty (30) days after the date on which such invoice is received, via wire transfer to an account designated by us or via check made out to "Virtual Review Assist, Inc. DBA AutoReview.AI" and sent to **412 Madison ST STE 811 Tampa, FL 33602**. The Company may assess a late fee of 1.5% interest per month on unpaid invoices.

AUTOREVIEW SUBMISSION AND CUSTOMER STANDARDS

AutoReview staff will contact and communicate directly with the County only and AutoReview is not responsible for the success or completion of Customer services with the County. The County is responsible for communication and consultation with the applicants relating to the results of the AutoReview Flag Notes. The County will submit all AutoReview compliant plans/permits to AutoReview. AutoReview Flag Notes results will be provided directly to the County only. During implementation and onboarding, the County will review AutoReview submittal requirements to align AutoReview Software Planning and Zoning Review and Landscape Review standards with applicable County codes, ordinances, laws, and regulations. AutoReview is not responsible for incorrect AutoReview Flag Note errors based upon information provided by the County. AutoReview will only verify the text and geometry given by the County.


Master Services - AutoReview - Hernando County 10-27

Final Audit Report

2023-10-31

Created:	2023-10-31
By:	Lucero King (lking@autoreview.ai)
Status:	Signed
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"Master Services - AutoReview - Hernando County 10-27" History

-  Document created by Lucero King (lking@autoreview.ai)
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-  Document emailed to Rob Christy (rchristy@autoreview.ai) for signature
2023-10-31 - 6:02:26 PM GMT
-  Email viewed by Rob Christy (rchristy@autoreview.ai)
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-  Signer Rob Christy (rchristy@autoreview.ai) entered name at signing as Robert Christy Jr.
2023-10-31 - 6:32:17 PM GMT
-  Document e-signed by Robert Christy Jr. (rchristy@autoreview.ai)
Signature Date: 2023-10-31 - 6:32:19 PM GMT - Time Source: server
-  Agreement completed.
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