

## INNOVATION AGREEMENT

**THIS INNOVATION AGREEMENT** (the “**Agreement**”) is entered on this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between **QUANTUM PARTNERS, LLC**, Florida limited liability company, doing business as “**SWIFTGOV**” (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 provides innovative Artificial Intelligence (AI)-powered software solutions designed to enhance development services, streamline plan review processes, and improve efficiency in planning, zoning, construction permitting, 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) if 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 only in the United States as instructed by the County and only for purposes of (i) making the Software available to the County in accordance with this Agreement, (ii) improving the Software and the services SwiftGov provides, (iii) running anonymous statistical analysis and research on the use of the Company's services, (iv) other legitimate business of the Company for the purpose of complying with this Agreement, 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, non-transferable, royalty-free, and perpetual right and license, with the right 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, TO THE EXTENT PERMITTED BY FLORIDA LAW, 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, 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 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, to the extent permitted by Florida law, 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, except in the case of Company’s negligence, 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, and (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.

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 either Party, either Party 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:** QUANTUM PARTNERS, LLC  
Attn: Mr. John Mirkin  
830 Windlass Ct  
Kissimmee, FL 34746  
Phone: 413-575-9517  
E-mail: [jmirkin@swiftbuild.ai](mailto:jmirkin@swiftbuild.ai)

**If to Customer:** HERNANDO COUNTY, FLORIDA  
Planning & Zoning Department  
Attn: Ronald Russo  
1653 Blaise Drive  
Brooksville, FL 34601  
Phone: (352) 754-4057  
Fax: (352) 754-4420  
E-mail: [rrusso@co.hernando.fl.us](mailto:rrusso@co.hernando.fl.us)



AND

HERNANDO COUNTY, FLORIDA

Procurement Department

Attn: Carla Rossiter-Smith, Chief Procurement Officer

15470 Flight Path Drive

Brooksville, FL 34604

Phone: (352) 754-4020

Fax: (352) 754-4199

Email : [purchasing@co.hernando.fl.us](mailto:purchasing@co.hernando.fl.us)

13. Assignment. Neither Party may assign any of its rights of this Agreement or delegate any of its obligations without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

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.

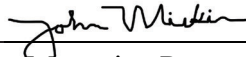
23. Attorney Fees and Court Costs; Waiver of Jury Trial. In the event of any legal dispute between the Parties arising out of this Agreement, the Parties shall each be responsible for its own attorney fees and costs at all levels of the legal dispute; and do hereby waive their right to a jury trial.

***[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”**

**QUANTUM PARTNERS, LLC D/B/A  
SWIFTGOV, a Florida Limited Liability  
Company**

By:   
John Mirkin, Managing Partner

**“CUSTOMER”**

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

By: \_\_\_\_\_  
Name: Brian Hawkins  
Its: Chairman  
Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:   
County Attorney's Office

## **EXHIBIT “A”** **STATEMENT(S) OF WORK**

Quantum Partners, LLC, D/B/A “SwiftGov,” is a Florida-based, women-owned, minority-owned business specializing in AI-driven municipal process optimization. SwiftGov’s U.S.-hosted, proprietary platform offers a holistic array of services including a custom portal, GIS-integrated plan reviews, a robust knowledge base, and data-driven code analysis. Through trade secret-protected methodologies and deep familiarity with Florida land use and legal requirements, SwiftGov delivers a synergy of tools and expertise unmatched by any other provider.

### **ABOUT SWIFTGOV’S PROPRIETARY SOFTWARE**

SwiftGov’s unique capabilities stem from its integration of core services that, when combined, produce outcomes no other vendor can replicate. SwiftGov’s proprietary AI and automation engine optimizes plan review workflows, while SwiftGov’s customizable portal provides applicants and staff with a unified, user-friendly interface. Integrated GIS mapping further reduces errors, enabling early detection of zoning and environmental constraints. SwiftGov’s team’s specialized knowledge of Hernando County’s code and Florida’s regulatory framework informs a tailored code analysis and revision process that ensures compliance and practicality.

This multifaceted approach, rooted in AI-assisted automation, targeted code expertise, and GIS integration, leads to improved efficiency, better compliance, and cost savings over the life of the project. SwiftGov’s unique, proprietary methodology for plan review efficiency is protected by trade secrets, ensuring that the County benefits from a solution that is both innovative and exclusive. This methodology enables SwiftGov to offer services that significantly improve workflow efficiency, reduce processing times, and save costs—all while maintaining full compliance with Florida’s regulations.

### **SWIFTGOV PRODUCT AND SERVICES DESCRIPTION**

**Scope of Services.** The Company shall provide the following services to the County:

1. Custom GIS Map and Integration
  - a. A robust GIS mapping system will be deployed to enable swift, preliminary assessments of site constraints—such as flood zones, wetlands, soils, zoning, and land use—and will seamlessly integrate with both the County’s website and the SwiftGov portal. Applicants can consult these interactive maps before formal submission, reducing common errors and minimizing back-and-forth clarifications. County staff will benefit from real-time, location-based insights to quickly evaluate zoning classifications, floodplain data, and other development requirements.
    - i. SwiftGov will build and have the GIS system ready for deployment on the County’s website no later than month 6 of the contract. Throughout the contract term, SwiftGov will refine the GIS platform to include advanced

spatial analytics that highlight recurring compliance issues, analyze growth trends, produce visually compelling data, and incorporate predictive modeling to forecast permit volumes, identify risk-prone areas, and project infrastructure needs. This iterative improvement process will enable more informed decisions and promote sustainable development throughout the County.

2. AI-Assisted Planning & Zoning Reviews and Custom SwiftGov Portal

- i. SwiftGov will deploy an AI-powered, assistive tool designed to rapidly review single-family residential permit applications and Subdivision Review applications for both planning and zoning requirements as well as construction drawing compliance. The system automatically analyzes submissions against relevant codes and regulations—cross-referencing site information, zoning designations, land development code regulations—and flags any discrepancies or incomplete information with corresponding code citations. While this AI tool streamlines routine checks and accelerates the review process, County staff retain full decision-making authority and have the final say on the enforcement of requirements. Additionally, the portal will track key data and offer real-time visibility into review performance and timelines, enabling more efficient oversight and continual process improvement.
- ii. A Subdivision Review is defined as a comprehensive evaluation of a proposed development to ensure consistency with County policies, standards, and regulations. This review is guided by a staff-approved checklist outlining the necessary items and criteria. At the County’s discretion, a Plat Review, Commercial Review, or Construction Drawing Review may be included in the definition of Subdivision Review, provided that the review is guided by a staff-approved checklist outlining the necessary items and criteria.
- iii. A total of up to 2,000 single family home planning & zoning reviews, and up to 60 Subdivision Reviews during the contract term. Each review will be completed, and a report will be available on the county portal, within 24 business hours of submission by the County for single-family residential permits, and within 48 business hours of submission by the County for Subdivision Reviews. The report details whether the single-family home or Subdivision Review conforms with the County’s approved requirements.

3. Code Improvement & Rewrite Project

- a. SwiftGov will provide a detailed, comprehensive report offering actionable insights on modernizing specific sections of the County’s Land Development Code (LDC), including Appendix A, Chapter 10, Chapter 23, and Chapter 26. By integrating data extracted from AI-assisted reviews and tracked in the SwiftGov portal (“Swift Analytics”), as well data extracted from the custom GIS portal, and collaborating with top academics in Florida, SwiftGov’s team will ensure that these recommended code modifications not only streamline regulatory processes but also support sustainable growth, economic development, and environmental stewardship.



- i. A comprehensive final report recommending updates to Appendix A, Chapter 10, Chapter 23, and Chapter 26 will be delivered by the end of the contract term. To guide these updates, SwiftGov will leverage advanced analytics from AI reviews to identify recurring flags and pinpoint areas for optimization. Quarterly check-ins will be conducted to ensure alignment with County goals, gather feedback, and refine SwiftGov's approach as necessary. In addition, SwiftGov will benchmark current code performance to quantify improvements and measure the effectiveness of the proposed revisions.

### **TERM OF AGREEMENT**

The Agreement will remain in effect for one (1) year (the “**Contract Term**”) following the date that the Agreement is entered into. If it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of up to six (6) months (the “**Renewal Term**”). Current pricing, delivery and all other terms and conditions of the contract shall apply during this interim period.

### **PRICING**

The County shall pay to SwiftGov an initial fee of \$50,000 at the commencement of work and \$22,500 per month throughout the duration of the Agreement. Payments to be broken down as follows:

**Initial Payment (Retainer and Upfront Software Development): \$50,000**

- Due at commencement of work

**Monthly Payments: \$22,500 per month (Months 1 through 12)**

- Monthly installments totaling \$270,000 for the duration of the contract
- Payments begin the first month following the initial retainer payment and continue monthly thereafter.
- Invoices to be sent at the end of each month.
- The \$22,500 monthly payments are structured evenly throughout the 12-month contract period, clearly delineating budget allocation and facilitating consistent resource planning and management.

- This amount accounts for the remaining contract value after the Initial Payment.
- \$50,000 Initial + (\$22,500 x 12 months = \$270,000) = \$320,000 Total Contract Value

Summary of Pricing:

Line Item	Description	Total Cost
1	Custom GIS Map & Integration	\$30,000
2	AI-Assisted Planning & Zoning Reviews and Custom SwiftGov Portal	\$150,000
3	Code Improvement & Rewrite Project	\$140,000
Total Contract Value		\$320,000

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.

### **PAYMENT TERMS**

Payment shall be an initial payment of \$50,000 at contract initiation and then monthly in the amount of \$22,500.00. The Company will send the County an invoice every month a detailed breakdown of total costs including services provided and product usage. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74, via wire transfer to an account designated by SwiftGov or via check made out to “**QUANTUM PARTNERS, LLC**” and sent to **830 Windlass Ct, Kissimmee, FL 34746**.

### **SWIFTGOV SUBMISSION AND CUSTOMER STANDARDS**

SwiftGov staff will contact and communicate directly with the County only and SwiftGov 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 SwiftGov AI-assisted reviews. The County will submit all SwiftGov compliant plans/permits to SwiftGov. SwiftGov AI-assisted results will be provided directly to the County only. During implementation and onboarding, the County will review SwiftGov submittal requirements to align SwiftGov AI-assisted review standards with applicable County codes, ordinances, laws, and regulations. SwiftGov is not responsible for any errors based upon information provided by the County.