



# REMODLR AI

## Master Services Agreement

### Operational Intelligence Platform Terms

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Provider	Remodlr AI
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Website	<a href="http://www.remodlr.ai">www.remodlr.ai</a>
Governing Law	Maryland

### Agreement Overview

This Master Services Agreement governs access to and use of the Remodlr AI operational intelligence platform, including AI-powered workflow infrastructure, contextual retrieval systems, and project intelligence services. The terms are incorporated by reference into each applicable order form, statement of work, or similar ordering document accepted by Remodlr AI and the customer.

AI-assisted outputs are decision-support tools and require independent verification by qualified professionals where applicable.



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## 1. Definitions

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For purposes of this Agreement:

### 1.1 Authorized User(s)

"Authorized User(s)" means each named individual identified by Client who is authorized to access the Platform under a licensed Seat. Authorized Users must be Client employees, contractors, or agents. Authorized Users may not share login credentials or grant others access to the Platform. Provider may technically enforce single-user access per Seat.

### 1.2 Authorized Use Case

"Authorized Use Case" means use of the Platform by Authorized Users in connection with Client's bona fide business operations in the construction, insurance, and property sectors, excluding any use that would compete with Provider, assist third parties in building competing tools, or violate applicable law.

### 1.3 Client

"Client" means the customer entity or individual identified in the applicable order form, statement of work, or other ordering document accepted by Provider.

### 1.4 Client Data

"Client Data" means all data, documents, images, reports, estimates, policy information, photographs, or other materials uploaded, submitted, or entered into the Platform by Client or its Authorized Users in connection with use of the Platform.

### 1.5 Client Representative

"Client Representative" means the individual identified by Client in the applicable Order Form or otherwise designated by Client for administration of this Agreement, management of Authorized Users, and communication with Provider regarding the Platform.

### 1.6 Commercially Reasonable

"Commercially Reasonable" means what a similarly situated commercial software provider would consider industry practice under comparable circumstances.

### 1.7 Effective Date

"Effective Date" means the effective date stated in the applicable Order Form or, if none is stated, the date on which Client first obtains access to the Platform under an accepted ordering document.

### 1.8 Force Majeure Event

"Force Majeure Event" has the meaning set forth in Section 17.

### 1.9 Operational Outputs

"Operational Outputs" means reports, analyses, recommendations, summaries, and other outputs generated by the Platform based on Client Data, including ASA artifacts, estimate reports, policy crosswalks, weather verifications, and similar work product.

### 1.10 Platform

"Platform" means the Remodlr AI software-as-a-service platform and all associated tools, features, workflows, models, documentation, and services provided by Provider.

### 1.11 Provider

"Provider" means Remodlr AI and its successors and permitted assigns.

### 1.12 Seat

"Seat" means one licensed instance of the Platform providing access to one Authorized User.



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## 2. Services and Platform Access

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### 2.1 Platform License

Provider grants Client a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for the Authorized Use Case during the Term. This license is subject to payment of all applicable fees and Client's compliance with this Agreement.

### 2.2 Access and Use

Provider will provide Client with login credentials and technical access to the Platform. Client is responsible for maintaining credential confidentiality, ensuring Authorized Users comply with this Agreement, promptly notifying Provider of unauthorized access, and not attempting to reverse engineer, decompile, or circumvent Platform security or functionality.

### 2.3 Seat Count Changes

Client may increase or decrease the number of licensed Seats by providing written notice to Provider. Tier adjustments based on seat count changes take effect at the start of the billing cycle following the seat count change unless otherwise stated in the applicable Order Form.

### 2.4 Scope of Services

Provider will use commercially reasonable efforts to maintain and operate the Platform, provide the capabilities and workflows described in Schedule B, and support Authorized Users as described in Section 11. Provider does not guarantee that the Platform will be error-free, uninterrupted, or suitable for any particular purpose beyond the scope stated in this Agreement and the applicable Order Form.

## 3. Intellectual Property and Work Product

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### 3.1 Provider Intellectual Property

Provider retains all right, title, and interest in and to the Platform, including software, code, algorithms, technical infrastructure, AI models, prompts, training methodologies, workflows, training data, historical datasets, model parameters, documentation, user guides, provider-created content, and all improvements, enhancements, and derivative works of the foregoing. Client receives no ownership rights in Provider intellectual property.

### 3.2 Client Data Ownership

Client retains all right, title, and interest in Client Data. Client grants Provider a worldwide, royalty-free, non-exclusive license to host, store, process, transmit, and use Client Data as necessary to provide the Platform and Operational Outputs, operate and maintain the Platform, troubleshoot performance issues, improve functionality, and retain Client Data in backup and archive systems as described in Section 13.

### 3.3 Operational Outputs

Client owns the Operational Outputs generated through Client's licensed use of the Platform, subject to Provider's intellectual property rights and Section 3.4. Client is responsible for the completeness, accuracy, and professional fitness of Operational Outputs for Client's intended use, including claims submissions, regulatory filings, or legal proceedings.

### 3.4 Provider Learnings License

Provider may use anonymized, aggregated, or de-identified data derived from Platform use to improve, enhance, and develop the Platform and related services; track usage patterns, feature adoption, and performance metrics; and generate anonymized case studies, benchmarking data, and industry insights. Client Data that has been anonymized, aggregated, or de-identified in a manner that reasonably prevents identification of Client or any third party is not subject to confidentiality restrictions under Section 7.

### 3.5 Customer List and References

Provider may display Client's name and logo on Remodlr AI customer lists and may refer to Client as a customer in marketing materials, subject to Client's right to opt out by written notice. Provider will honor opt-out requests within thirty (30) days.



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## 4. Authorized Users and Seats

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### 4.1 Authorized User List

Client will maintain an accurate list of Authorized Users and associated Seats through the applicable Order Form, administrative records, or the Platform. Client will update the Authorized User list promptly upon any addition, removal, or change.

### 4.2 Authorized User Responsibilities

Each Authorized User must comply with this Agreement and applicable law, keep credentials confidential, avoid unauthorized use, and report suspected security breaches or unauthorized access to Client and Provider immediately.

### 4.3 Client Responsibility for Authorized Users

Client is responsible for all actions, omissions, and violations committed by Authorized Users. Client will indemnify Provider for claims, damages, or liability arising from an Authorized User's misuse of the Platform or violation of this Agreement.

### 4.4 Seat Enforcement

Provider may use technical and administrative measures to enforce single-user access per Seat, including audit logs, IP monitoring, and session enforcement. Client acknowledges that seat sharing or credential sharing violates this Agreement and may result in suspension.

## 5. Fees and Payment

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### 5.1 Subscription Fees

Client will pay the subscription fees set forth in the applicable Order Form based on the selected service plan, Seat count, billing frequency, and commercial terms. Unless otherwise specified in the Order Form, subscription fees are due monthly in advance.

### 5.2 Token Costs

In addition to subscription fees, Client is responsible for costs associated with AI token usage, cloud processing, and other usage-based Platform consumption. Token costs are calculated based on Provider's rate card and Client usage and are billed as specified in the applicable Order Form.

Provider will provide reasonable estimates of expected token costs upon Client's request. For high-volume usage patterns, Provider may require a refundable token cost deposit or prepayment before permitting such usage if stated in the applicable Order Form or agreed in writing.

Failure to pay token costs when due is a material breach and may permit Provider to suspend Platform access pursuant to Section 6.3.

### 5.3 Tier Adjustments

Tier adjustments based on Seat count changes take effect at the start of the billing cycle following written notice of change, unless otherwise specified in the applicable Order Form.

### 5.4 Invoicing and Payment Terms

Provider will invoice Client according to the billing method and payment timeline stated in the applicable Order Form. Unless otherwise stated in the Order Form, Client will pay all invoices in U.S. dollars. Late payments may accrue interest at the rate stated in the Order Form or, if no rate is stated, at 1.5% per month or the maximum permitted by law, whichever is less.

### 5.5 No Refunds

All fees are non-refundable except as expressly stated in this Agreement, the applicable Order Form, or required by applicable law. Credits for service suspension due to Client breach are not available.

## 6. Term and Termination

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## 6.1 Initial Term

This Agreement is effective as of the Effective Date and continues for the initial term stated in the applicable Order Form unless terminated earlier in accordance with this Section 6.

## 6.2 Auto-Renewal

Unless otherwise stated in the Order Form, this Agreement will automatically renew for successive twelve (12) month terms unless either party provides sixty (60) days' written notice of non-renewal before the end of the then-current term.

## 6.3 Termination for Cause

Provider may terminate this Agreement upon written notice if Client materially breaches this Agreement and fails to cure within fifteen (15) days after written notice; fails to pay fees when due and fails to cure within fifteen (15) days after written notice; becomes insolvent, bankrupt, or ceases business operations; or if Authorized Users engage in fraud, misconduct, or illegal activity involving the Platform.

## 6.4 Termination for Convenience

If permitted by the applicable Order Form, Client may terminate this Agreement for convenience by providing written notice to Provider. Fees through the end of any required notice period or committed term are non-refundable unless otherwise stated in the Order Form.

## 6.5 Effects of Termination

Upon termination, Client's license to use the Platform immediately ceases, Client must stop all use of the Platform, and Provider will handle Client Data in accordance with Section 13. Sections 1, 3, 7, 8, 10, 13, 14, 15, 18, 19, 20, and 21 survive termination.

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## 7. Confidentiality

### 7.1 Confidential Information

Each party acknowledges that the other party may disclose confidential information in connection with this Agreement, including technical information, business information, pricing, product information, security information, and customer information. "Confidential Information" means information marked as confidential or that reasonably should be understood as confidential given the nature of the information and circumstances of disclosure.

### 7.2 Obligations

Each party will maintain Confidential Information in confidence using reasonable security measures, use Confidential Information solely to perform obligations or exercise rights under this Agreement, disclose Confidential Information only to personnel, contractors, and advisors who need to know and are bound by similar confidentiality obligations, and not disclose Confidential Information to third parties without prior written consent.

### 7.3 Exceptions

Confidentiality obligations do not apply to information that is or becomes publicly available through no breach of this Agreement, is independently developed without reliance on Confidential Information, is rightfully received from a third party without confidentiality restrictions, or is required to be disclosed by law, court order, or regulatory authority with prompt notice where legally permissible.

### 7.4 Client Data and Anonymized Data

Provider's use of Client Data to generate anonymized, aggregated, or de-identified insights is not a breach of confidentiality provided the resulting information cannot reasonably be re-identified to Client or any third party.

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## 8. Data Security and Privacy

### 8.1 Security Measures



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Provider will maintain commercially reasonable security measures designed to protect Client Data from unauthorized access, disclosure, alteration, and destruction. Provider will use industry-standard encryption for Client Data in transit and at rest, maintain access controls limiting Client Data access to personnel with a business need, and notify Client of actual or suspected Data Breaches within forty-eight (48) hours after confirmation unless applicable law requires sooner notice.

## 8.2 Data Processing

To the extent Client Data includes Personal Data as defined in applicable privacy laws, Provider will process such Personal Data in accordance with Schedule C and applicable privacy laws, including state-level privacy laws that apply to the relevant processing.

## 8.3 Compliance with Laws

Provider will comply with applicable laws regarding data handling, privacy, and security in providing the Platform. If Provider determines that compliance with Client's instructions would violate applicable law, Provider will notify Client and suspend the affected processing until the parties agree on a compliant approach.

# 9. Client Representations

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## 9.1 Authority

Client represents and warrants that it has the right and authority to enter into this Agreement and grant the rights granted herein. Client's signatory has been duly authorized to execute the applicable Order Form on Client's behalf.

## 9.2 Data Rights

Client represents and warrants that it owns or has sufficient rights to submit all Client Data to the Platform and that Client Data does not infringe, misappropriate, or violate any intellectual property, privacy, or other rights.

## 9.3 Applicable Law Compliance

Client will use the Platform in compliance with all applicable law. Client assumes responsibility for legal, regulatory, and professional requirements related to Client's business, including insurance law, claims handling regulations, building codes, professional licensing, and consumer protection laws.

## 9.4 Professional Judgment

Client is responsible for independent verification of all Operational Outputs. Client will not rely solely on Operational Outputs for professional decisions, claims submissions, or regulatory filings and will obtain advice from appropriately licensed professionals as required by applicable law.

# 10. AI Services and Limitations

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## 10.1 AI-Powered Tools

The Platform uses artificial intelligence and large language models to generate Operational Outputs. These tools are decision-support systems and may produce inaccurate, incomplete, or biased results. Client acknowledges that AI outputs require independent verification.

## 10.2 Limitations

The Platform is not guaranteed to be error-free, uninterrupted, or free of bugs; does not guarantee the accuracy, completeness, or fitness of Operational Outputs for any particular purpose; may produce different outputs for the same input at different times; uses third-party AI services and is subject to their availability and performance; and may impose limits on document size, image resolution, or token consumption.

## 10.3 No Accuracy Guarantee

Provider does not warrant that Operational Outputs are accurate, complete, or suitable for any particular purpose. Client is solely responsible for reviewing, validating, and correcting Operational Outputs before relying on them.



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## 10.4 No Professional Advice

The Platform and Operational Outputs do not constitute legal advice, tax advice, accounting advice, insurance coverage determinations, claim decisions, underwriting opinions, regulatory compliance certifications, building code approvals, code office determinations, structural engineering opinions, medical advice, professional licensing opinions, or expert determinations. Client is solely responsible for obtaining professional advice from appropriately licensed professionals where required.

Operational Outputs are decision-support tools, verification frameworks, and information synthesis aids. Client retains full professional and legal responsibility for all decisions made based on or with reference to Operational Outputs.

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## 11. Service Levels and Support

### 11.1 Platform Availability

Provider targets ninety-nine percent (99%) monthly uptime for Platform availability, measured from Provider's monitoring systems. This target excludes scheduled maintenance, Force Majeure Events, third-party service issues, and issues caused by Client's network, browser, systems, or configurations. This is a target, not a guaranteed service level agreement with credits or penalties.

### 11.2 Support Channels and Response Times

Provider provides email-based support to Client's designated Client Representative during business hours, Monday through Friday, 9:00 AM to 6:00 PM Eastern Time, excluding U.S. federal holidays. Support response time targets are: P1 critical availability issues - four (4) business hours; P2 significant functionality impaired - one (1) business day; P3 questions, feature requests, and non-critical issues - three (3) business days.

### 11.3 Support Exclusions

Provider support does not include custom development of new workflows, audit of Client Data or Client's use of Operational Outputs, on-demand training beyond self-serve documentation, or advice on professional, legal, regulatory, or claims matters.

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## 12. Client Obligations

### 12.1 Authorized Use Only

Client will use the Platform only for the Authorized Use Case. Client will not use the Platform to develop, train, or improve competing products or services; share access with third parties not listed as Authorized Users; reverse engineer or decompile the Platform; send unsolicited commercial communications; or use the Platform in violation of applicable law.

### 12.2 Data Quality

Client is responsible for the quality, accuracy, and legality of Client Data submitted to the Platform. Client will not upload third-party confidential information without permission, Personal Data in violation of applicable law, malicious code, viruses, harmful materials, or copyrighted content without sufficient rights.

### 12.3 Cooperation

Client will promptly respond to Provider's requests for information regarding Client's use of the Platform, provide timely notice of security breaches or suspected unauthorized access, and cooperate with Provider in troubleshooting technical issues.

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## 13. Data Retention and Transition

### 13.1 Post-Termination Data Access

Upon termination of this Agreement, Client has sixty (60) days from the effective termination date to export Client Data through Provider-supplied mechanisms, including API, data export tools, or assisted export where available. Provider will maintain Client Data in active production systems during this period to permit export. After sixty (60) days, Provider may permanently delete Client Data from active systems.



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## 13.2 Backup and Archive Retention

Provider may retain Client Data in backup, archive, and disaster recovery systems for up to twelve (12) months following deletion from active systems, consistent with Provider's standard data lifecycle and retention policies. Backup data is not accessible to Client and is maintained solely for operational continuity.

## 13.3 Anonymized and De-Identified Data

Provider may permanently retain any Client Data that has been anonymized, aggregated, or de-identified such that it cannot reasonably be re-identified to Client, Client's customers, or any other third party.

## 13.4 Surviving Rights

All Provider intellectual property rights and Provider's learnings license survive termination indefinitely. Client's license to use the Platform terminates immediately upon termination of this Agreement.

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## 14. Warranties and Disclaimers

### 14.1 Provider Warranties

Provider warrants that it has the right to grant the licenses in this Agreement, the Platform as provided does not knowingly infringe third-party intellectual property rights subject to Sections 14.3 and 15.2, and Provider will comply with applicable law in providing the Platform.

### 14.2 Disclaimer of Further Warranties

Except as expressly stated in Section 14.1, the Platform is provided "as is" without any other warranty, express or implied, including warranties of merchantability, fitness for a particular purpose, title, uninterrupted operation, security, or accuracy or completeness of Operational Outputs.

### 14.3 Third-Party Services

The Platform relies on third-party AI services and cloud infrastructure, including OpenAI, Anthropic, and similar providers. Provider disclaims all warranties regarding third-party services and their performance, availability, and compliance with applicable law.

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## 15. Liability and Indemnification

### 15.1 Limitation of Liability

Except as set forth in Section 15.4, neither party's total cumulative liability under this Agreement will exceed the fees paid by Client in the twelve (12) months preceding the claim or, if the term is less than twelve (12) months, the total fees paid under this Agreement, with a floor of two thousand one hundred dollars (\$2,100 USD).

### 15.2 Provider Indemnification

Provider will defend, indemnify, and hold harmless Client from third-party claims that the Platform itself infringes or misappropriates a third-party patent, copyright, or trade secret, provided Client promptly notifies Provider of the claim, gives Provider sole control of the defense and settlement, and cooperates reasonably in the defense.

Provider has no obligation for claims arising from Client modification of the Platform, combination of the Platform with third-party services or systems, use outside the Authorized Use Case or in violation of this Agreement, or Provider's use of Client Data or Client-provided materials.

### 15.3 Client Indemnification

Client will defend, indemnify, and hold harmless Provider from third-party claims arising from Client's use of Operational Outputs in claims submissions, regulatory filings, legal proceedings, or professional certifications; Client's professional judgment, decisions, actions, or omissions based on or derived from Operational Outputs; Client Data; unauthorized use of the Platform; breach of security; use by non-Authorized Users; or Client's violation of applicable law.



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## 15.4 Carve-Outs from Liability Cap

The liability cap in Section 15.1 does not apply to confidentiality breaches, intellectual property infringement, indemnification obligations, willful misconduct, fraud, gross negligence, either party's violation of applicable law, third-party beneficiary claims, or regulatory fines. Liability for these excluded categories is capped only by applicable law.

## 16. Auto-Renewal

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Except where prohibited by applicable law or modified by the applicable Order Form, this Agreement will automatically renew for successive twelve (12) month terms unless either party provides sixty (60) days' written notice of non-renewal before the end of the then-current term. The notice requirement is a condition of non-renewal and must be met in writing to the notice addresses specified in Section 20.

## 17. Force Majeure

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### 17.1 Force Majeure Events

Neither party is liable for failure or delay in performing obligations under this Agreement if such failure or delay is caused by a Force Majeure Event, including acts of God, severe weather, war, terrorism, civil unrest, government action, pandemic or epidemic, internet or network outages, third-party AI infrastructure outages or failures, third-party API rate limits or service deprecations, third-party cloud infrastructure failures, or other events beyond the reasonable control of the affected party.

### 17.2 Notice and Mitigation

The affected party will provide prompt written notice of the Force Majeure Event, use commercially reasonable efforts to mitigate the impact and resume performance, and resume performance as soon as reasonably possible.

### 17.3 Remedies

If a Force Majeure Event prevents Provider from providing the Platform, this Agreement remains in effect, Provider has no liability for non-performance, Client is not entitled to credits or refunds, and Client may not terminate for Provider breach based on the Force Majeure Event unless the event persists beyond fourteen (14) consecutive days.

## 18. Miscellaneous Provisions

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### 18.1 Entire Agreement

This Agreement, including all Schedules and applicable Order Forms, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

### 18.2 Amendments

No amendment, waiver, or modification is valid unless made in writing and signed by authorized representatives of both parties. Failure to enforce any provision is not a waiver of that provision.

### 18.3 Severability

If any provision is held invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force.

### 18.4 Waiver

No waiver of any provision or breach is effective unless in writing and signed by the waiving party. Waiver of one breach does not constitute waiver of any other breach.

### 18.5 Counterparts and Electronic Signature

Order Forms may be signed in counterparts and electronically through DocuSign, Adobe Sign, or similar electronic signature platforms. Each counterpart constitutes an original.



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## 18.6 Relationship of Parties

Nothing in this Agreement creates a partnership, joint venture, or agency relationship. Each party is an independent entity and may not bind the other without express written authority.

## 19. Assignment

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### 19.1 Restriction on Assignment

Neither party may assign, transfer, sublicense, or delegate its rights or obligations under this Agreement without the written consent of the other party, which consent will not be unreasonably withheld.

### 19.2 Exception for Provider

Provider may assign this Agreement without Client consent in connection with a merger, acquisition, reorganization, sale of substantially all assets, or sale of the Platform or Platform-related business line. Provider will provide written notice of such assignment within thirty (30) days, and the assignee must assume Provider's obligations under this Agreement.

### 19.3 Effect of Prohibited Assignment

Any attempted assignment in violation of this Section 19 is void.

## 20. Notices

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### 20.1 Method of Notice

All legal notices required under this Agreement must be in writing and delivered by hand delivery, overnight courier, certified mail return receipt requested, or email where expressly permitted for routine communications and confirmed by response.

### 20.2 Provider Address

Notices to Provider should be directed to Remodlr AI, Attn: Legal Department, 19308 Treadway Road, Brookeville, MD 20833, with email copy to [patrick@remodlr.ai](mailto:patrick@remodlr.ai), or to any updated notice address provided by Provider.

### 20.3 Client Address

Notices to Client should be directed to the Client Representative and notice address identified in the applicable Order Form. Client will update notice information in writing within fifteen (15) days of any change.

### 20.4 Effectiveness of Notice

Notices are effective upon receipt. Email notice, where permitted, is deemed received upon sender's confirmation of delivery or one (1) business day after sending, whichever is earlier.

## 21. Governing Law and Dispute Resolution

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### 21.1 Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

### 21.2 Exclusive Venue

The parties consent to exclusive jurisdiction and venue in the state and federal courts located in Maryland for any litigation or dispute arising from or related to this Agreement. Each party waives any objection to venue and any claim of inconvenient forum.

### 21.3 Jury Trial Waiver



Each party waives its right to a jury trial in any legal proceeding arising from or related to this Agreement.

## **21.4 Informal Resolution**

Before initiating formal legal proceedings, the parties will attempt to resolve disputes through good-faith negotiation. Each party will make a good-faith effort to resolve the dispute within thirty (30) days after written notice of the dispute.

## **21.5 Fees**

In any action to enforce this Agreement or recover damages, the prevailing party is entitled to recover reasonable attorneys' fees, court costs, and expert fees from the non-prevailing party.



## Schedule A: Subscription Tiers and Fees

Commercial terms, including service plan, Seat count, monthly subscription cost, annual contract value, billing frequency, payment method, and any special terms, are set forth in the applicable Order Form. In the event of a conflict between this Schedule A and the applicable Order Form, the applicable Order Form controls.

### Token and Processing Fee Structure

Actual AI token and cloud processing costs are billed as stated in the applicable Order Form. Unless modified by the applicable Order Form, the following administrative fee applies to token and processing costs:

Authorized Seat Count	Administrative Fee on Token and Processing Costs
1-9 seats	20%
10-24 seats	10%
25 or more seats	5%

### Billing Administration

- Subscription fees are billed according to the applicable Order Form.
- Token costs may vary month-to-month based on usage.
- Provider may provide reasonable estimates of expected token costs upon request.
- Any future changes to Seat count, pricing, billing structure, or usage-cost treatment should be captured in an Order Form, amendment, or other written record accepted by Provider.

## Schedule B: Platform Capabilities and Included Workflows

The Platform provides operational intelligence infrastructure for construction and property operations workflows. The following capabilities and workflows may be included depending on Client's subscribed plan and the applicable Order Form.

### Core Platform Capabilities

Capability	Description
Document Ingestion	Upload and parsing of photographs, estimates, insurance policies, and other relevant documents, including OCR-supported handling for image-based documents.
Project Workspace	Persistent project-level context and chat history retained across sessions for a single Authorized User project.
Company Knowledge Workspace	Persistent knowledge base with cross-project retrieval for company-wide procedures, templates, and learnings where enabled.
AI-Powered Conversational Analysis	Dialogue-based analysis using current-generation large language models and real-time reasoning and synthesis.
Verification-Aware Output Framework	VERIFY tags, confidence indicators, and evidence citations to distinguish supported from unsupported claims where available.

### Included Construction and Operations Workflows

Workflow	Purpose	Typical Output
ASA Claims Analysis	Synthesize multi-source evidence into a structured claim scope.	ASA summaries with top issues, boundaries, assumptions, exclusions, and open items.
Master Claim Analysis	Support multi-building or multi-document synthesis with executive summaries.	Structured claim analysis and executive summary.
Estimate QA and Reconciliation	Identify duplications, unsupported items, missing scope, and quantity concerns.	QA report with line-item flags and reconciliation notes.
Damage-to-Estimate Cross-Referencing	Map observed damage evidence to corresponding estimate items.	Reconciliation table linking damage, evidence, estimate inclusion, and support level.
Supplement Drafting Support	Generate structured supplement support for missing or underscoped items.	Draft supplement language with trade groupings and scope summaries.
Policy Coverage Crosswalk	Align policy language, exclusions, limits, and deductibles to claim components.	Coverage summary with application to specific loss categories.
AHJ and Local Code Research	Identify local code, permit, and authority-having-jurisdiction verification needs.	Checklist of applicable permit triggers and verification prompts.
Weather Verification Synthesis	Consolidate public weather sources for	Timeline table, hail/wind reports, storm



	causation support.	summaries, and plausibility notes.
Bid Comparison Analysis	Cross-reference multiple contractor bids on scope and pricing.	Comparative pricing, unit-cost variance analysis, and outlier identification.
Client Communication Drafts	Generate polished, evidence-mapped correspondence for carriers, adjusters, or contractors.	Draft emails, letters, and claim summaries for Client review.

## Beta / Preview Features

- Multi-document master claim consolidation across three or more properties or buildings.
- Advanced data visualization and mapping output.
- Workflow expansions and enhancements added during the Term.

Beta and preview features are provided on an as-is basis and may have limitations or instability. Provider may modify, suspend, or discontinue beta features at any time with reasonable notice where commercially practicable.

## Exclusions

- Custom workflow development or integration unless separately purchased.
- Dedicated account management or concierge support unless separately purchased.
- On-demand professional consulting or expert opinions.
- Data migration or legacy system integration.
- API access for third-party integrations unless separately purchased.

## Schedule C: Data Processing and Privacy

This Schedule applies if and to the extent Client Data contains Personal Data as defined under applicable privacy laws, including state-level privacy legislation that applies to the relevant processing.

### Provider Role

To the extent Client submits Personal Data through the Platform, Provider processes Personal Data to provide the Platform and Operational Outputs to Client, as directed by Client in writing, and as otherwise permitted by this Agreement and applicable law.

### Client Responsibilities

- Obtain all necessary consents and notices required before submitting Personal Data to the Platform.
- Disclose to individuals that their Personal Data may be processed by Provider and third-party AI service providers.
- Ensure that submitting Personal Data to the Platform is consistent with Client's privacy obligations and privacy notices.
- Respond to consumer rights requests directed to Client.

### Provider Obligations

- Not retain, use, or disclose Personal Data except as necessary to provide the Platform or as otherwise permitted by this Agreement.
- Implement commercially reasonable safeguards designed to protect Personal Data.
- Cooperate with Client's handling of consumer rights requests within commercially reasonable timeframes.
- Notify Client of confirmed Personal Data breaches in accordance with Section 8.

### Third-Party AI Services

Provider uses third-party AI services to process Client Data, which may include Personal Data. By submitting Personal Data through the Platform, Client authorizes such processing and is responsible for providing required notices and obtaining required consents. Provider will use commercially reasonable efforts to require third-party AI service providers to implement reasonable safeguards and process Personal Data only as needed to provide the Platform.



## Schedule D: Authorized Users

Authorized Users are maintained through the applicable Order Form, Client administrative records, or the Platform. Each Seat is licensed to one named individual. Sharing credentials or allowing access by non-Authorized Users violates this Agreement.

Item	Requirement
Seat assignment	Each Seat must be assigned to one named Authorized User.
User changes	Client must notify Provider or update the Platform promptly when Authorized Users are added, removed, or changed.
Credential sharing	Credential sharing is prohibited and may result in suspension.
Review rights	Provider may request reasonable confirmation of Authorized Users and Seat assignments.