

Knowledge Assistant Licensing Agreement

As of November 24, 2025

Madison AI

AI knowledge assistants for government staff to
complete requests in minutes, not hours.

www.MadisonAI.com

This Licensing Agreement ("Agreement") is made and entered into as of December 15, 2025, by and between Cooper City, FL with its principal place of business at 9090 SW 50th Street Cooper City, FL 33328 ("Licensee"), and M3Planning, Inc. dba Madison AI, a corporation organized under the laws of Nevada, with its principal place of business at 527 Lander Street, Reno, NV 89509 ("Licensor").

WHEREAS, Licensor has developed Madison AI, an AI Assistant for local government LLM for elected officials and staff to access board decisions, agendas, and master codes in your library ("Madison AI"); and

WHEREAS, Licensee desires to license Madison AI from Licensor under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. LICENSE GRANT

- 1.1. **License:** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use Madison AI during the Term (as defined below) for the purpose of generating reports based on governmental data.
- 1.2. **Ownership:** All intellectual property rights in the Application, including but not limited to software, content, text, images, graphics, video, audio, and other materials, are owned by Madison AI.

2. TERM

- 2.1. **Term:** This Agreement shall commence on December 15, 2025, and shall continue for one (1) year, unless terminated earlier in accordance with the provisions of this Agreement ("Term").
- 2.2. **AI Model Cost Escalation:** If the licensee chooses to renew, the fees under this Agreement may be subject to an increase. Any such increase shall be directly proportional to any price increases imposed by Microsoft Azure for the software required to support Licensee's use of Madison. The Licensor shall notify the Licensee of any increase in fees at least forty-five (45) days prior to the renewal date. If Microsoft Azure does not increase its pricing, the fees will remain unchanged for the subsequent renewal term.

3. FEES AND PAYMENT

- 3.1. **Fee:** Licensee agrees to pay Licensor a total fee ("Annual License Fee"), which includes data deployment and annual access to Madison AI. While the parties have agreed that fees may be invoiced upon full deployment, the parties acknowledge and agree that deployment is expected to occur within sixty (60) days of the Effective Date (December 15, 2026). All fees will be due net 30 upon issuance of the invoice.
- 3.2. **Usage Tokens:** The License Fee includes usage tokens with a limit of **\$250 per month or \$3,000 per year**. Any usage beyond this limit will be **tracked but not immediately billed** and will be subject to adjustment upon renewal as specified in Section 3.3. Tokens are priced at cost by Microsoft (\$0.005/1,000 input and \$0.015/1,000 output) [here](#). (Ex: Each search costs ~ \$0.0676 using GTP-4o Regional.)

- 3.3. **Renewal Adjustment for Usage Fees:** If the Licensee exceeds the monthly usage limit of \$250 or \$3,000 for the 12-month period, the overage will not incur immediate additional charges. Instead, the Licensor will track actual usage throughout the contract term. At the time of annual renewal, the License Fee for the upcoming renewal will be adjusted ("trued up") to reflect the Licensee's level of usage over the previous term. This ensures that future pricing aligns with actual consumption while avoiding unpredictable monthly overage charges. Any increase in the License Fee due to the true-up will apply to the subsequent renewal period and will be provided to the Licensee 30 days in advance of the renewal date.
- 3.4 **Service Support:** Service support beyond initial installation is available for issues and level one customer service support. Additional support can be provided as a service add-on if requested.

MADISON AI TERMS of SERVICE <https://madisonai.com/terms-and-conditions/>

4. DEPLOYMENT AND DATA INDEX UPDATING

- 4.1. **Initial Deployment:** Licensor will deploy the AI Knowledge Assistant in approximately (4) weeks and it will include approximately ten (10) years of data from existing agendas, minutes, and staff reports.
- 4.2. **Data Index Updates:** Throughout the Term, Licensor shall update the data pile once monthly to ensure the application has access to the most current governmental data to reference.
- 4.3 **Custom Reports:** Each model includes up to three (3) staff reports or similar report output.
- 4.5 **Agents:** Custom-developed agents and workflows can be requested for an additional fee.

5. LICENSEE OBLIGATIONS AND RESTRICTIONS

- 5.1. **Compliance with Laws:** Licensee agrees to use Madison AI in compliance with all applicable laws and regulations, including but not limited to all federal and Florida state laws.
- 5.2. **Restriction:** Licensee shall not and shall not permit any third party to: (a) reverse engineer, decompile, or disassemble Madison AI; (b) modify or create derivative works of Madison AI; (c) sublicense, lease, rent, or distribute Madison AI to any third party; or (d) use Madison AI for any purpose other than as expressly permitted under this Agreement.

6. SECURITY

6.1. Data Security: Madison AI is a Microsoft Azure Application that is compliant with [Microsoft Data Protection](#). Your prompts (inputs), completions (outputs), your embeddings, and your training data:

- are NOT available to other customers.
- are NOT available to OpenAI.
- are NOT used to improve OpenAI models.
- are NOT used to improve any Microsoft or 3rd party products or services.
- are NOT used for automatically improving Azure OpenAI models for your use in your resource (The models are stateless, unless you explicitly fine-tune models with your training data).

The Azure OpenAI Service is fully controlled by Microsoft; Microsoft hosts the OpenAI models in Microsoft's Azure environment and the Service does NOT interact with any services operated by OpenAI (e.g. ChatGPT, or the OpenAI API).

MADISON AI PRIVACY POLICY <https://madisonai.com/privacy-policy/>

7. TERMINATION

- 7.1. **Termination for Convenience:** Either party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other party.
- 7.2. **Termination for Breach:** Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof.
- 7.3. **Effect of Termination:** Upon termination of this Agreement, Licensee shall cease all use of Madison AI. The License Fee will be prorated on a monthly basis, net of the initial setup fee and token usage to date. Termination shall not relieve Licensee of its obligation to pay any fees accrued or payable to Licensor prior to the effective date of termination. Madison AI will delete all data related to the Licensee, to include chat history and backups.

8. WARRANTY DISCLAIMER

- 8.1. Madison AI and all content is provided to Licensee strictly on an “as is” basis; and all conditions, representations, and warranties, whether express, implied, statutory, or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, or any warranties arising out of course of dealing or usage of trade; are hereby disclaimed to the maximum extent permitted by applicable law by Madison AI and its licensors.

9. LIMITATION OF LIABILITY

9.1. **Limitation:** Licensors liability for damages hereunder shall in no event exceed the amount of fees paid by licensee to licensor under this agreement. Licensor agrees to indemnify, hold harmless and defend Licensee and the employees, officers and agents of Licensee from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Licensor or the employees or agents of the Licensor (1) in the performance of the agreement, or (2) which are, or are not, based upon or arising out of the professional services of Licensor, to the full extent allowed by law.

10. GENERAL

10.1. **Governing Law and Dispute Resolution:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. By using Madison AI (Software), you agree that any disputes, claims, or controversies arising out of or relating to the use of the Software, including but not limited to performance, data use, or service-related issues (collectively referred to as "Disputes"), will be resolved exclusively through mediation as the initial step in the dispute resolution process, in accordance with the laws of Broward County, FL.

10.2. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

10.3. **Amendments:** No amendment or modification of this Agreement shall be binding unless in writing and signed by both parties.

10.4. **Waiver:** No waiver of any term or condition of this Agreement shall be deemed a continuing waiver or a waiver of any other term or condition.

10.5. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10.6. **Assignment:** Licensee may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Licensor.

IN WITNESS WHEREOF, the parties have executed this Licensing Agreement as of the Effective Date.

M3 Planning, Inc. dba Madison, AI

By: Erica Olsen
Name: Erica Olsen
Title: CEO/Co-Founder
Date: 11/24/25

By: _____
Name: _____
Title: _____
Date: _____

Appendix 1 – Fee and Payment Schedule

DEPLOYMENT –

- Custom LLM setup and configuration including prompt fine-tuning.
- Data processing and metadata extraction.
- Up to 3 custom developed reports/outputs.
- Rollout & Training – 2-3 team training sessions, to be recorded for future use.

MADISON AI MODELS

All modules include 1) Unlimited staff use, 2) Auto-indexing weekly. 3) Includes usage. AI Tokens for search and OpenAI with a limit of \$250 per month or \$3,000 per year. Any overage will be adjusted upon renewal. (See section 3.3 for details).

Cooper City AI – Bundle Pricing

Selected	Models	Annual Fee
<input checked="" type="checkbox"/>	Internal Administration & Management	\$25,000
<input checked="" type="checkbox"/>	Procurement & Contracts	\$25,000
<input checked="" type="checkbox"/>	Elected Officials	\$10,000
Total Annual Price		\$60,000

Appendix 2 – Contract Extension for Use by Other Entities

1. Authorization for Participation by Additional Entities:

Madison AI (“the Vendor”) agrees that this contract may be extended for use by other governmental or quasi-governmental entities, including but not limited to cities, counties, school districts, special districts, and public agencies, provided such use complies with applicable procurement laws and is mutually agreed upon in writing by the Vendor and the participating entity. The participating entity must confirm its intention to utilize this contract in writing to the Vendor and provide copies of all required documentation.

2. Terms, Conditions, and Pricing:

The Vendor agrees to provide goods and services under the same terms, conditions, pricing, and discounts outlined in this contract. Any adjustments to pricing must be justified and documented, with mutual agreement between the Vendor and the participating entity. Adjustments may include delivery charges, additional administrative costs, or other documented expenses incurred specifically for the participating entity.

3. Vendor Capacity and Performance:

The Vendor reserves the right to decline requests for contract extensions to additional entities if such requests would exceed the Vendor's capacity to provide goods and services in accordance with the contract's quality standards and delivery timelines. The Vendor shall notify both the participating entity and the original contracting agency in writing if such capacity issues arise.

4. Independent Agreements and Responsibilities:

Each participating entity shall be considered an independent party to this contract and is solely responsible for:

- Executing its own agreement with the Vendor.
- Payment of all invoices issued for goods or services provided under this contract.
- Compliance with all applicable laws, regulations, and procurement requirements.
- Resolving any disputes or issues that arise under its own agreement with the Vendor.
The original contracting agency assumes no liability or responsibility for the actions, decisions, or agreements of participating entities.

5. Notification and Reporting Requirements:

The Vendor shall report any agreements executed with additional entities under this contract to the original contracting agency within 2 months of execution. The report shall include:

- The name of the participating entity.
- A description of goods or services provided.
- The total value of the agreement.

6. Compliance with Applicable Laws:

The participating entity and the Vendor shall ensure that all transactions comply with applicable procurement laws, rules, and regulations of the jurisdiction in which the participating entity operates. Any non-compliance shall be the sole responsibility of the participating entity and/or Vendor.

7. Indemnification and Liability:

The participating entity agrees to indemnify, defend, and hold harmless the original contracting agency from any claims, damages, or liabilities arising out of its use of this contract. The Vendor shall indemnify the original contracting agency for any claims resulting from its failure to meet the terms of this contract while serving additional entities.

8. Termination of Extension Rights:

The original contracting agency reserves the right to revoke the ability for other entities to utilize this contract at any time, upon written notice to the Vendor and affected participating entities, if such rights are determined to conflict with the original terms or intent of the contract.

Appendix 3 - Agent Library

Below are examples of the agents included as part of the Madison AI development process.

Agent	Explanation
Standalone Questions	Answer ad-hoc questions with concise, sourced responses; handle quick clarifications and follow-ups.
Complete History Tables	Generate export-ready tables of actions/meetings/votes with filters, timestamps, and source links.
Complete History	Produce narrative histories from records, highlighting milestones, decisions, and policy changes.
Write Brief	Draft executive briefs with context, key points, risks, options, and recommended next steps.
Financial Analysis & Summary	Summarize budgets, funding sources, costs, variances, and fiscal impacts; link to models and assumptions.
Anticipated Questions	Pre-build Q&A sets for boards/councils with likely questions, talking points, and citations.
Voting History	Compile vote histories by member/issue; show trends, attendance, and roll-call summaries with charts.
Meeting Voting Record (incl. Recap)	Produce certified vote logs for a meeting—motions, seconds, outcomes—and a concise recap for distribution.
Code Lookup	Query municipal code/ordinances to surface definitions, applicability, cross-references, and amendment history.
Global Query Router	Detect user intent and route ambiguous queries to the best tool; preserve session context and preferences.
Meeting Analytics	Analyze agendas/minutes for throughput, item durations, approvals vs. continuances, backlog, and bottlenecks.
Meeting Newsletter (Citizen Recap)	Turn meeting outcomes into public-facing newsletters with highlights, links, and subscription options.
Historical Planning	Index legacy planning actions, cases, permits, and maps; enable cross-parcel/time search with sources.
Parcel Analysis — Allowed Use	Return permitted/conditional uses by zone/overlay; flag exceptions, CUP triggers, and references.
Parcel Analysis — Code Compliance	Check a parcel/project against setbacks, height, FAR, parking, and other standards; surface conflicts and remedies.
Parcel Analysis — Global Compliance	Scan across zoning, building, fire, and environmental codes to aggregate compliance status and risks.
Meeting Minutes	Draft minutes from audio/transcripts; capture attendees, actions, motions, and follow-ups to template.
Staff Report Evaluator	Score inbound staff reports for completeness, clarity, and compliance; suggest edits and required attachments.
GIS Summary (Lookups)	Summarize key geospatial facts for a parcel/area—zoning, GP, overlays, flood, buffers, districts—with maps.

Public Comments	Ingest comments from email/web/voicemail; dedupe, tag sentiment/topics, group by agenda item, and summarize.
Admin Policies	Locate and summarize internal policies/procedures; flag conflicts, version changes, and required acknowledgments.
Web Results / Search Web	Search the web and synthesize top results with citations, freshness checks, and risk notes.
Deep Research	Perform multi-source literature reviews with methodology, findings, gaps, and an annotated bibliography.
Citizen Data	Aggregate open data (demographics, permits, code cases) to build community profiles and indicators.
Dynamic Category Routing	Auto-classify and route queries to categories/workflows; continuously improve from user feedback.
Project Compliance Analysis	Evaluate projects against zoning/GP and overlays; produce findings, conditions, and clear compliance status.
Proposal / Development Summary	Create concise summaries of development proposals with key metrics, maps/exhibits, status, and next steps.
Code Comparison (Jurisdictional)	Compare code sections across jurisdictions; highlight differences, policy implications, and recommended updates.