

# EXHIBIT A



February 18, 2025

**Ms. Catherine Cathers**

Arts & Culture Coordinator  
City of Coral Gables  
405 Biltmore Way  
Coral Gables, FL 33134

**Subject: Justification for Sole Source Procurement – Coral Gables Extended Reality Experience**

Dear Ms. Cathers:

IMX3 is pleased to present this justification for sole source procurement regarding the Coral Gables Extended Reality Experience. Given the City's vision to create an immersive digital experience that integrates public art, historical landmarks, and smart city technology, IMX3 is uniquely positioned to execute this project with unparalleled expertise, proprietary technology, and a proven track record of delivering innovative metaverse-based solutions.

## **1. Unmatched Expertise and Proven Track Record**

IMX3 is the only company specializing in the creation of fully interactive metaverses for public art collections. Our work with institutions such as the **Broward Cultural Division**, **Boca Raton Museum of Art**, and **FATVillage Metaverse** demonstrates our ability to merge cultural storytelling with cutting-edge digital environments. Our team combines deep expertise in:

- Museum curation
- 3D scanning
- Virtual and augmented reality
- AI-driven interactive experiences

## 2. Exclusive Technology and Methodology

IMX3 has developed a proprietary **Metaverse Arts Platform (MAP)** that provides seamless, high-fidelity digital twin experiences of public art and cultural landmarks. Our technology merges **LiDAR, photogrammetry, and structured light scanning** to create ultra-realistic 3D environments accessible on desktops, mobile devices, and VR headsets—without requiring additional app downloads. This platform ensures both accessibility and authenticity in representing Coral Gables' historical and artistic heritage.

## 3. Patent-Pending Technologies – ArtCast & Gaussian Field

IMX3's commitment to innovation is reinforced by our **two patent-pending technologies**, which further establish us as the sole provider capable of delivering this unique project:

- **ArtCast:** This proprietary system enables select users—such as curators, historians, or artists—to have their voices and avatars appear across all instances of a metaverse experience. Public art experts or city representatives can guide and engage visitors in real time, ensuring accurate storytelling and personalized interactions.
- **Gaussian Field:** This technology revolutionizes photo-realistic metaverse reconstruction, allowing us to capture large-scale environments with extreme detail and accuracy. As a result, Coral Gables' public art collection and historical context are faithfully recreated in an immersive digital space.

These technologies are exclusive to IMX3 and provide a level of interactivity and realism unmatched by any other provider. No other company has the ability to integrate these innovations into a public art metaverse.

## 4. Alignment with Smart City Integration and Geo-Located AR Experiences

IMX3's proprietary platform is designed to integrate with **smart city data**, ensuring that the digital experience dynamically interacts with real-world information. Our **location-aware augmented reality (AR)** overlays enable visitors to access interactive

educational content, historical narratives, and site-specific experiences through their mobile devices. No other provider offers a solution that combines smart city data, public art, and AI-enhanced visitor engagement into a cohesive metaverse experience.

## 5. Prior Work and Specialized Industry Knowledge

IMX3 has successfully developed digital twins for major cultural institutions, making us the only company with demonstrated experience in creating **interactive metaverses for public art collections**. Our previous work—such as the **Broward Cultural Division's Public Art Metaverse**—has been widely recognized for its innovation and ability to preserve and enhance public art engagement through digital means. The City of Coral Gables' project is highly specialized, and there are no alternative vendors with comparable expertise or existing infrastructure to execute this vision.

## 6. Cost Efficiency and Risk Mitigation

By selecting IMX3 as a sole source provider, the City of Coral Gables will avoid the costs and risks associated with contracting multiple vendors for:

- 3D scanning
- AI development
- Metaverse hosting
- User analytics

IMX3 offers a **turnkey solution** with a proven methodology, ensuring streamlined execution, quality control, and ongoing support without requiring additional third-party integrations.

## 7. Conclusion

IMX3 is the only company capable of delivering a comprehensive, interactive metaverse experience for Coral Gables' public art collection and cultural heritage. Our **exclusive patent-pending technologies, proprietary methodologies, and extensive experience** make us the sole qualified provider for this project.

We appreciate the opportunity to work with the City of Coral Gables on this innovative initiative and look forward to bringing this vision to life. Please let us know if further clarification or additional documentation is required to support this justification.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Munoz-Toro', with a stylized flourish at the end.

Edward Alexander Munoz-Toro

CTO

IMX3

701 N Andrews Ave, Fort Lauderdale, FL 33311

imx3.art



February 2025

# Coral Gables Extended Reality Experience: Proposal and Cost Framework.



Presented to

## Catherine Cathers

Arts & Culture Coordinator

# Introduction

We are excited to present a groundbreaking project that transforms Coral Gables' cultural sites and public art into immersive, educational experiences using IMX3 Metaverse Arts Platform, the world's most advanced web-based metaverse and virtual reality platform for art. Developed entirely in-house and adopted by major art institutions, our technology merges LiDAR, photogrammetry, and structured light scanning to deliver meticulously detailed digital recreations of cultural sites. IMX3 technology is compatible with iPhones, Android devices, PCs, tablets, and leading VR headsets, all without requiring any app downloads, setting a new standard in accessibility and realism.

Beyond presenting stunning, high-fidelity 3D environments, physical visitors to these cultural sites can also explore an Augmented Reality (AR) digital layer on their smartphones, which adds interactive, educational elements. AR and VR users alike can experience our suite of AI-powered virtual docents, which use natural language processing to hold real conversations, share historical context, and answer questions about each site. Where desired, gamified learning and NFT collectibles further enrich cultural engagement, while the platform's real-time multi-user architecture fosters social interaction and large-scale events. This comprehensive approach ensures Coral Gables' heritage resonates far beyond its borders, positioning the city as a pioneer in art and technological innovation.

# IMX3 Technology.

State-of-the-Art Metaverse  
VR and AR Platform:

Present Coral Gables cultural sites in an ultra-realistic 3D environment that inspires exploration among residents and visitors, connects with younger audiences, and enriches learning and cultural experiences.

Omniverse  
Accessibility:

Offer visitors worldwide an opportunity to explore Coral Gables' cultural landmarks on desktops, mobile phones, tablets, and VR headsets. Web3-Based Environment: No software or app downloads; a simple web link launches the immersive experience.

Community-Centric  
Interaction:

Provide real-time (voice/text) communication and fully customizable avatars, hosting up to 30 participants per group session and unlimited concurrent sessions.\* Offer both open cultural site explorations and private, curated tours to showcase Coral Gables' unique heritage and artistic landmarks.

ArtCast<sup>™</sup>  
Live Art Experiences

Showcase live talks and events with ArtCast functionality (patent pending), enabling hundreds or thousands of visitors to experience live performances simultaneously and engage in real-time with Coral Gables' cultural programming.

Analytics  
Amplified:

Gather powerful analytics on user engagement and audience demographics in the Coral Gables metaverse, turning data into actionable insights for forward-thinking cultural experiences.



# Impact Track.

Broward Art Metaverse:

Launched as the world's first public art metaverse with five initial pieces, later expanded to feature 30+ public artworks, with ongoing plans for additional installations ([bam.imx3.art](http://bam.imx3.art)).

FATVillage Metaverse:

Scanned and preserved every square inch of this iconic art district, ensuring its cultural legacy endures in virtual form. The platform now hosts the nation's first High School Metaverse Arts Awards, supported by sponsors including PGA, Kenneth C. Griffin/Citadel Securities, Cognizant Classic, and more ([bam.imx3.art](http://bam.imx3.art) / [sacsn.org/arts](http://sacsn.org/arts)).

Boca Raton Museum of Art Metaverse:

Digitally recreated the museum with over 700 artworks showcased, offering global audiences a state-of-the-art, fully immersive cultural experience ([bocamuseum.imx3.art](http://bocamuseum.imx3.art)).

OMSA Fine Art Gallery Metaverse:

Premiered during Art Miami 2024 as one of the show's highlights, now featuring 90+ pieces of art in a cutting-edge virtual Metaverse gallery. Widely covered by magazines and art press for its groundbreaking approach to digital exhibits. Visit at [omsagallery.com/the-metaverse](http://omsagallery.com/the-metaverse)

# Modules & Pricing

We've organized the project into three modules with phased steps, enabling feedback after each stage and refining as we progress. This approach provides budget and scheduling flexibility, while ensuring each phase aligns with Coral Gables' evolving needs, timeline, and strategic vision.

## **Module 1: AR & VR Immersive Experiences**

This module scans and digitizes selected Coral Gables cultural sites, creating high-fidelity 3D "digital twins" on a web-based VR platform accessible via desktop, mobile, and headsets. It features a branded landing page for user accounts, location-aware AR, and integrated analytics with compliance measures, letting the city track engagement, gather insights, and showcase cutting-edge digital cultural experiences.

### **Key Objectives (Module 1)**

- **Project Discovery & Strategy**
  - Project management, scope, and discovery sessions
  - Stakeholder interviews, site assessments, planning of scanning logistics
- **Realistic Environment Scanning**
  - LiDAR, Photogrammetry, and Structured Light Scanning of selected cultural art sites and surrounding environments.
  - Processing and post-production to create precise 3D "digital twins"
- **Immersive Metaverse Arts Platform (MAP) Integration**
  - Web-based VR environment accessible from computers, mobile devices, and VR headsets
  - Multiplayer functionality for real-time voice and text chat interactions; supports live events like art walks lectures and public or private sessions.
- **Metaverse Landing Site**
  - Dedicated, branded landing page for user account creation, avatar customization, and interactive experience tutorials
- **Augmented Reality Layer**
  - Web-based AR experiences: visitors physically at a cultural site use their device camera (no app required) to see digital overlays, archival info, and 3D animations
  - Geo Data Capture and Location-aware triggers to unlock relevant content
- **Visitor Analytics & Compliance**
  - Usage metrics: tracking visitor counts, session durations, frequently visited areas
  - Minimize personal data collection to comply with relevant regulations (FERPA/COPPA/Florida school guidelines)

### Deliverables for Module 1

- Comprehensive Project Plan (timeline, site scanning schedule, deliverables)
- high-fidelity 3D scans integrated into the M.A.P environment
- Custom web-based VR environment + AR interface
- Dedicated, branded landing page for user account creation
- Analytics dashboard

### Proposed Timeline for Module 1. *Structured Around 30 Cultural Sites.*

Phase	Duration
Discovery & Strategy	1-2 weeks
3D Scanning & Processing	3-4 weeks (overlap)
AR/VR M.A.P Integration	12-14 weeks (overlap)
Testing & QA	2 weeks
Public Launch	1 week (target date)

*(Timeline is approximate and may be refined after the Discovery phase.)*

### Estimated Cost for Module 1

Tier	Number of Sites	Cost per Site	Total	Key Benefits
Foundation Launch	5	\$7,500	\$37,500	Ideal for an initial rollout.
Expanded Phase	15	\$7,000	\$105,000	Provides broader coverage of Coral Gables' cultural sites, delivering deeper impact and greater engagement
Full Scope	30+	\$6,500	\$195,000+	Maximizes scale and cost-effectiveness, positioning Coral Gables as a leading innovator in digital heritage

## **Addendum 1: Augmented Reality (AR) Experiences for Each Cultural Site**

In response to the City's request for further clarification, this addendum confirms IMX3 will develop location-based AR experiences for each designated cultural site. These experiences align with our original proposal and expand on the "Augmented Reality Layer" and "Gamification" features outlined in Module 1 and Module 2.

### **Scope of AR Development**

- **Site-by-Site AR Creation:**
  - In coordination with the Coral Gables Art and Culture team, we will conceptualize, design, program, and successfully execute AR content for each cultural site, ensuring that on-site visitors can experience digital overlays, archival media, 3D animations, and interactive prompts tailored to each site's unique heritage.
- **Web-Based Access (No App Required):**
  - Users simply scan or follow a web link, activating the device camera to reveal contextual information and interactive elements.

### **Types of AR Content**

- **Digital Overlays:**
  - Historical facts, architectural details, or artist statements displayed as text, images, or short videos.
- **3D Animations & Models:**
  - Immersive 3D recreations or enhancements of existing sculptures, murals, or landmarks.
- **Archival & Educational Info:**
  - Background stories, oral histories, or behind-the-scenes footage that visitors can unlock by walking to a particular spot.
- **Gamification Elements (Module 2):**
  - Interactive challenges, quizzes, or site-specific missions that reward exploration and learning.
  - AI-driven prompts to guide visitors or share fun facts as they explore each location.

## Module 2: Gamification, AI Avatar, & Smart City Data Integration

This module introduces gamification, an AI-driven virtual avatar, and integration with Coral Gables' Smart City data. Visitors advance through interactive challenges, while the AI avatar provides on-demand guidance and fun facts. Live city data adds dynamic context, creating an engaging, real-time blend of cultural exploration and technological innovation.

### Key Objectives (Module 2)

- **Gamification**
  - Interactive challenges, badges, or points system that encourages visitors to explore multiple sites and complete historical/cultural "missions"
  - Integration of STEAM-based mini-games or educational quests
- **AI Avatar / Virtual Icon**
  - Volumetric or motion-captured avatar to serve as an on-site or in-world guide
  - AI-driven conversational prompts for site intros, Q&A, or fun facts
- **Smart City Data Integration**
  - Live data feeds from Coral Gables' Smart City Platform embedded into AR/VR experiences (e.g., real-time city stats, environmental data)
  - Potential for dynamic or context-aware art experiences (e.g., lighting changes based on traffic or weather data)

### Deliverables for Module 2

- Gamification design document and execution (challenges, user flow, reward system)
- Implementation of AI Avatar for guided experiences (AR & VR)
- Real-time data integration from city's Smart City Platform
- Enhanced analytics showing user progression, achievements, and data usage

## **Addendum 2: Two-Way Smart City Data Integration (Module 2)**

As requested, the following outlines our plan for reciprocal data sharing between the City of Coral Gables' AR/VR platform and its existing Smart City portal and digital twin. While Module 2 already included "Live data feeds" from Coral Gables' Smart City Platform, this addendum specifies how we will transmit relevant data back to the City's portal, creating a two-way integration that enriches both systems.

### **Overview of Two-Way Integration**

- **Inbound Data (City → AR/VR):**
  - Real-Time Feeds: Traffic, environmental conditions, city metrics (e.g., energy usage, sensor data, etc).
  - Context-Aware Interactions: AR/VR content can update dynamically based on the city's live data (e.g., weather-based lighting, traffic-inspired visuals).
- **Outbound Data (AR/VR → City):**
  - Engagement Metrics: Number of visitors to virtual exhibits, session durations, and popular interaction points.
  - Event-Based Triggers: e.g., Notifications when users complete milestones or visit specific VR/AR spaces, which can appear as dashboards or alerts in the City's portal.
  - For special celebrations or city milestones, staff can track live engagement and trigger custom in-world updates.

### **Deliverables for Two-Way Smart City Data Integration (Module 2)**

- Embeddable web component that surfaces high-level AR/VR analytics, interactive maps, and user insights for easy placement within the City's digital twin or Smart City hub.
- Custom branded UI to match Coral Gables' existing look and feel. Real-time data integration from city's Smart City Platform.

**Proposed Timeline for Module 2.** *Structured Around 30 Cultural Sites.*

<b>Phase</b>	<b>Duration</b>
Gamification Development & Integration	4-6 weeks
AI Avatar Development & Integration	3-4 weeks (overlap)
Smart City Data Integration	4-6 weeks weeks (overlap)
Testing & Deployment	2 weeks

*(Timeline is approximate and may be refined after the Discovery phase.)*

**Estimated Cost for Module 2**

<b>Sub-Module</b>	<b>Scope of Work</b>	<b>Cost</b>
Gamification Design & Implementation	Conceptualizing challenges, scoring systems, and interactive mini-games UI/UX design tailored to AR/VR environments Development, QA, and launch	\$20,000 USD
AI Avatar Creation & Conversational Scripting	Motion capture or 3D avatar modeling AI prompts & dialogue Integration with AR/VR platform and user interaction	\$15,500
Two-Way Smart City Data Integration	Connecting to Coral Gables' live data feeds via API Embedding dynamic info (traffic, environment, city metrics) in AR/VR experiences Testing & QA	\$10,500
Total		<b>\$46,000</b>



**(Optional) Module 3: Physical Collectible & NFT Integration**

This module focuses on a physical commemorative coin paired with an NFT, merging tangible keepsakes with digital assets. The coin features embedded technology (NFC) that unlocks exclusive content in the AR/VR environment, adding an interactive layer to Coral Gables' cultural narrative. This approach also opens up avenues for educational programming, supporting long-term community engagement.

**Key Objectives (Module 3)**

- **Physical Commemorative Coin**
  - Concept, design, and production of a physical coin celebrating Coral Gables' Centennial
  - Includes an embedded NFC for digital activation
- **NFT Attached to the Coin**
  - Minting an NFT or digital certificate that ties ownership of the physical coin to an online token
  - "Utility" features: potential for special AR content unlocks, educational modules, or future event access
- **Digital Content and Educational Programming**
  - Exclusive digital educational content for coin holders, driving repeated engagement with AR/VR experiences

**Deliverables for Module 3**

- Physical coin design (artwork, material specs, production)
- NFT design & smart contract creation
- Integration with user accounts (MAP platform) so owners unlock exclusive content
- Documentation for distribution, maintenance, and user instructions

### Proposed Timeline for Module 3.

Phase	Duration
Coin/NFT Concept & Design	6-8 weeks
Production Coordination	4-6 weeks
Smart Contract Integration	8-10 weeks (overlap)
Launch & Distribution	1-2 weeks

*(Timeline is approximate and may be refined after the Discovery phase.)*

### Estimated Cost for Module 3

Sub-Module	Scope of Work	Cost
Collectible Coin Design & Coordination	Conceptual artwork and 3D design Sourcing, and production planning Quality control and packaging logistics	\$14,500 USD  +  Price per Coin Range \$10-\$15 Each
NFT Minting & Smart Contract Development	NFT artwork design Smart contract setup on a compatible blockchain (e.g., Ethereum, Polygon) Platform fees, testing, and secure minting	\$18,500
Integration with MAP Platform	Linking physical coins to digital NFTs (e.g., QR code, NFC) User account tie-ins for NFT activation and exclusive AR/VR unlocks Testing & QA	\$10,500
Total		<b>\$43,500+</b>

# MaaS Program (Metaverse-as-a-Service)

## IMX3 Metaverse-as-a-Service (MaaS) Overview

- **Peace of Mind & Comprehensive Support**
  - Dedicated Client Success Manager: Your go-to contact for any questions, updates, or support.
  - Hosting & Maintenance: We handle all cloud computing, server upkeep, and security patches.
  - Continuous Updates: Regular feature enhancements and software upgrades without hidden costs.

## Training & Onboarding (8 Sessions)

- **Peace of Mind & Comprehensive Support**
  - Kickoff & Orientation:
    - Introductory meeting (virtual or on-site) to establish roles, review the project's major features, and align on goals.
  - Hands-On Training:
    - Comprehensive walkthrough of administrative tools, user analytics, and content management.
  - Documentation & Resources:
    - Access to written manuals, video tutorials, and an online knowledge base for troubleshooting and best practices.

(Each session is approximately 60 minutes.)

## Ongoing Client Support

- **Account Management:**
  - A dedicated manager coordinates updates, quarterly check-ins, and feature planning.
  - Technical Support & Maintenance:
    - Priority Response: 24-hour turnaround for urgent issues, plus routine monitoring to maintain 99.5% uptime.
  - Emergency Hotline:
    - Available on weekdays (9:00 a.m.–6:00 p.m.) for critical concerns (e.g., downtime during events).
  - Service Level Agreements (SLAs):
    - Issue Resolution: Minor issues within 7 business days<sup>\*\*</sup>; major issues within 1 day<sup>\*\*</sup>.

*\*\* While we make every effort to meet or exceed these timelines, actual resolution times may vary due to unforeseen technical issues, third-party dependencies, or force majeure events.*

## Pricing

Included During Year One: No monthly fees for the first 12 months.

MaaS Plan	Cost	Details
5 Cultural Sites	\$500/month	Year One included at no extra cost; billed annually from Year Two onward.
Each Additional Cultural Site	\$50/month	Added to the monthly total as your Metaverse expands.
Monthly Visitors	Up to 10,000	Each visitor above 10,000 billed at \$0.15
Concurrent Users	Up to 500	Each concurrent user above 500 billed at \$0.99*
*Virtual Queue Option	No extra cost	Visitors beyond capacity wait in a queue, preventing overage charges.

- ### Technical Considerations

- Monthly Visitors: Affects total data usage, storage needs, and server load over time.
  - Concurrent Users: Impacts real-time capacity (CPU, memory) to deliver a smooth, lag-free experience.
  - Scalable Infrastructure: Automatically adjusts to traffic spikes without requiring permanent capacity upgrades.

For any questions or clarifications, please reach out to your Dedicated Client Success Manager, who will be happy to assist with details, scheduling, or further customization of your Metaverse environment. Pricing is valid for 90-Days.

### **Addendum 3: Multi-Year Pricing & Escalation Clause**

To address ongoing support costs and ensure long-term budget clarity, we propose the following multi-year pricing structure for the Metaverse-as-a-Service (MaaS) program:

- **Five-Year Price Lock**
  - Years 1 through 5: Monthly (or annual) MaaS fees remain fixed at the rate agreed upon in the core proposal, with no cost increases during this five-year term.
  - Included Year One: As previously stated, the first 12 months incur no monthly fees, while Years 2–5 are billed at the established rate.
- **Escalation Beyond Year 5**
  - Maximum Annual Increase: Beginning in Year 6, any price adjustments will not exceed 5% per year. This cap ensures that operational costs, such as hosting, ongoing maintenance, security patches, and user support remain predictable and fair for both parties.

### **Optional Content Services**

While baseline hosting and maintenance are covered under the locked pricing, new content additions (e.g., scanning new sites, adding advanced interactive features) can be quoted separately if needed. This structure keeps MaaS fees predictable while allowing flexibility for expansion.

# MAP Engine

Technical Features



## Real-Time Multi-user

Discover together



## Spatial Sound

Immersive  
conversations

**READY  
PLAYER  
ME**

## Your Avatar

Thousands of sites



## Any Device

Anywhere



## App Store not Required

Keep more of your  
revenue



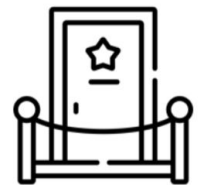
## Get as Close as You want

Optimized to view art in  
close proximity



## ArtKive

Preserve and revisit  
Past exhibitions  
anytime



## Private Sessions

The museum just  
for you and your  
group

**LETTER OF INTENT (NON-BINDING)  
Prepared for the City of Coral Gables**

This Letter of Intent (“LOI”) outlines the preliminary understanding between [IMX3 LLC] (“Provider”) and [City of Coral Gables / Cultural Division] (“Client”) regarding the proposed Metaverse-as-a-Service (MaaS) solution and related software services. This LOI is non-binding and serves to confirm mutual interest while acknowledging that certain terms may require refinement before entering into a formal agreement.

1. Scope

1.1. Preliminary Project Description

Provider agrees to develop and deliver a Metaverse-as-a-Service platform, as described in the accompanying proposal. This includes, but is not limited to, augmented reality (AR) and virtual reality (VR) experiences, Web3 hosting, user analytics, and ongoing support and maintenance.

1.2. Future Refinements

Both parties understand that final project specifications, feature sets, and technical details may be revised based on further discussions, discovery phases, and mutual agreement.

2. Intent to Proceed

2.1. Good Faith Negotiations

The Client expresses its intention to engage Provider for the above services, subject to mutually acceptable terms. Provider, in turn, agrees to dedicate necessary resources and expertise to refine and finalize the project scope.

2.2. No Obligation to Contract

This LOI does not obligate either party to enter into any subsequent agreement nor guarantee the procurement of services. Both parties reserve the right to discontinue negotiations for any reason.

3. Estimated Timeline & Pricing

3.1. Indicative Timelines

The general schedule will be informed by the modules outlined in the proposal. Milestones may be adjusted as the project scope is refined.

3.2. Pricing Model

Indicative costs and monthly MaaS fees have been provided in the proposal and may be revisited if project parameters change. Any final pricing terms will be agreed upon in a binding Master Services Agreement or similar contract.

4. Confidentiality & Proprietary Information

4.1. Non-Disclosure

Each party agrees to maintain the confidentiality of any proprietary or sensitive information exchanged during this process. No information shall be disclosed to third parties without prior written consent, except as required by law.

4.2. Intellectual Property

All concepts, designs, and materials shared by Provider remain the exclusive property of Provider unless otherwise agreed upon in the final agreement.

5. Governing Law & Dispute Resolution

Should any disputes arise in connection with this LOI, both parties shall endeavor to resolve them amicably. No formal legal obligations or remedies shall be enforceable unless set forth in a subsequent definitive agreement.

6. Non-Binding Effect

This LOI is intended solely as a statement of mutual understanding and interest. It does not create any legally binding obligations, except for Section 4 (Confidentiality & Proprietary Information), which shall remain enforceable until superseded by a definitive agreement or until both parties decide to terminate negotiations.

7. Next Steps

Refinement of Scope & Terms: Both parties will collaborate to finalize technical requirements, delivery timelines, and costs.

Formal Contract Negotiation: A definitive contract (e.g., Master Services Agreement) will be drafted to reflect final terms and conditions.

Execution: Upon mutual agreement and signing, the Provider will commence with the agreed deliverables.

Signatures

By signing below, both parties acknowledge that they have read and understood the terms of this non-binding Letter of Intent and agree to proceed in good faith toward a formal agreement.

[Provider / IMX3 LLC]  
Authorized Representative

Signature: 

Name & Title: Edward Alexander Munoz-Toro / CTO  
Date: 2/26/2025

[City of Coral Gables / Cultural Division]  
Authorized Representative

Signature:  
Name & Title:  
Date:

Thank you for the opportunity to collaborate on this innovative project. We look forward to refining the details and moving forward with an official partnership.



## NOTICE OF PRIVACY

This notice of privacy ("Notice") describes how the confidential information you are receiving ("Information") will be used and protected by IMX3 ("Company") and the obligations and rights of the parties with respect to the Information.

### 1. PURPOSE AND USE OF INFORMATION

The Information is being disclosed to you in order to provide certain services or perform certain activities for or on behalf of the Company. You agree to use the Information solely for the purpose of fulfilling your obligations under any agreement between the Company and you, and for no other purpose.

### 2. OBLIGATIONS

You acknowledge that the Information is proprietary, confidential, and sensitive, and that it is being disclosed to you in confidence. You agree to treat the Information as confidential and not to disclose or make the Information available to any third party, except for those individuals within your organization who need to know the Information in order to fulfill the purpose of the disclosure.

You agree to take all reasonable measures to safeguard the Information, including but not limited to implementing administrative, physical, and technical security measures that are appropriate to the sensitivity of the Information.

### 3. RIGHTS AND REMEDIES

You acknowledge and agree that any unauthorized use or disclosure of the Information may cause irreparable harm to the Company. In the event of any breach or threatened breach of this Notice by you, the Company shall be entitled to injunctive relief, without the requirement to post bond or prove damages, as well as any other remedy available at law or in equity.

### 4. TERM

This Notice shall remain in effect until the Company advises you otherwise in writing or until the Information is no longer required for the purpose for which it was disclosed, whichever is earlier.

### 5. DISCLAIMER

The Company makes no warranty, express or implied, with respect to the Information, and the Information is provided on an "as is" basis.

### 6. LAW

This Notice shall be governed by and construed in accordance with the laws of The United States of America.

### 7. ACKNOWLEDGMENT

You acknowledge that you have read this Notice, understand it, and agree to be bound by its terms and conditions. You acknowledge that you have had the opportunity to seek legal advice with respect to this Notice.