

# MASTER SERVICES AGREEMENT

**Global Effective Date:** December 19, 2024

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## PARTIES

This **Master Services Agreement** (this "Agreement") is entered into as of December 19, 2024 (the "Effective Date") by and between:

### CLIENT

#### **FinalWishes Inc.**

Principal: Tameeka Lockhart  
[Address Code: Pending Verification]  
("Client")

### PROVIDER

#### **Sirsi Technologies, Inc**

FEIN: 93-1696269  
909 Rose Avenue, Suite 400  
North Bethesda, MD 20852  
("Provider")

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## 1. RECITALS

**WHEREAS**, Client desires to engage Provider to design, develop, and implement a comprehensive estate settlement software platform known as **FinalWishes** (the "Platform");

**WHEREAS**, Provider (Sirsi Technologies, Inc) possesses the requisite technical expertise, personnel, and infrastructure, including expertise in artificial intelligence, cloud architecture, and secure software development, to perform the Services;

**WHEREAS**, the Parties wish to set forth the terms and conditions under which Provider will provide such Services to Client.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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## 2. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means ownership of more than fifty percent (50%) of the voting stock or other ownership interest.
- "**Background Technology**" means all software, code, tools, libraries, frameworks, know-how, methodologies, and Intellectual Property Rights owned or licensed by Provider prior to the Effective Date or developed

independently of the Services (including, without limitation, Provider's "Sirsi" component library, "Gemini" guidance patterns, and standard deployment scripts).

- **"Confidential Information"** means any non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") that is designated as confidential or that, given the nature of the information or circumstances of disclosure, reasonably should be understood to be confidential.
- **"Deliverables"** means all documents, work product, code, software, reports, and other materials that are specifically created for and delivered to Client by Provider pursuant to a Statement of Work.
- **"Intellectual Property Rights"** means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.
- **"Services"** means the professional software development, consulting, and design services to be performed by Provider as described in a Statement of Work.
- **"Statement of Work" or "SOW"** means a document describing the specific Services to be performed, Deliverables to be provided, fees to be paid, and timeline for performance, which is agreed upon and signed by authorized representatives of both Parties. Each SOW shall be substantially in the form of Exhibit A.

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### 3. SERVICES AND ENGAGEMENT

**3.1 Statements of Work.** Provider shall provide the Services and Deliverables to Client as specified in each SOW. Each SOW shall be effectively incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and an SOW, the terms of the SOW shall control ONLY regarding the specific description of Services, fees, and timeline; for all other legal terms and conditions, this Agreement shall control.

**3.2 Standard of Performance.** Provider represents and warrants that the Services will be performed in a professional, workmanlike manner, by qualified personnel, and consistent with the highest industry standards for similar enterprise-grade software development services. Provider shall devote adequate resources to meet its obligations under this Agreement.

**3.3 Change Orders.** Client may, at any time, request changes to the scope of the Services ("Change Request"). If Provider determines that such changes will impact the fees, timeline, or technical architecture, Provider shall submit a written "Change Order" detailing the impact. No change shall be effective until the Change Order is signed by both Parties. Minor changes requiring less than eight (8) hours of effort may be approved via written correspondence (email sufficient).

**3.4 Non-Exclusivity.** Client acknowledges that Provider is a professional services firm and may provide similar services to third parties, provided that Provider does not use Client's Confidential Information or specifically commissioned Deliverables for such third parties.

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### 4. COMPENSATION AND PAYMENT

**4.1 Fees.** Client shall pay Provider the fees set forth in the applicable SOW. Unless otherwise specified in an SOW, fees for fixed-price projects shall be payable according to the agreed-upon milestone schedule.

**4.2 Expenses.** Client shall reimburse Provider for reasonable, documented "Pass-Through Expenses" incurred in connection with the Services (e.g., specific cloud infrastructure costs, third-party API licensing fees, software licenses specifically required for the Project). Provider shall obtain Client's prior written approval for any individual expense exceeding Five Hundred Dollars (\$500.00). Travel expenses shall only be reimbursable if pre-approved by Client in writing.

**4.3 Payment Terms.** Provider shall submit invoices to Client upon completion of Milestones or monthly for Time & Materials engagements. Invoices are due and payable **Net Fifteen (15)** days from the invoice date.

**4.4 Late Payments.** Undisputed payments not received by the due date shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law.

**4.5 Taxes.** Fees do not include any sales, use, value-added, or similar taxes. Client shall be responsible for paying all such taxes properly levied on the Services, excluding taxes based on Provider's net income, property, or employees.

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## 5. INTELLECTUAL PROPERTY RIGHTS

**5.1 Work Made for Hire.** Provider agrees that all Deliverables created for Client under this Agreement shall be considered "works made for hire" to the extent permitted by law. To the extent that any Deliverable does not qualify as a work made for hire under applicable law, Provider hereby irrevocably assigns to Client all right, title, and interest in and to such Deliverable, including all Intellectual Property Rights therein, free and clear of all liens and encumbrances.

**5.2 Background Technology.** Notwithstanding Section 5.1, Provider retains all right, title, and interest in and to its Background Technology. Provider hereby grants to Client a perpetual, irrevocable, non-exclusive, royalty-free, fully paid-up, worldwide, sublicensable license to use, reproduce, modify, display, distribute, and create derivative works of any Background Technology incorporated into the Deliverables, solely as necessary for Client to utilize, exploit, and maintain the Deliverables for their intended purpose.

**5.3 Third-Party and Open Source Software.** The Deliverables may contain third-party software or open source software. Provider warrants that its use of such software will comply with the applicable licenses (e.g., AGPL-3.0, MIT, Apache 2.0). Provider shall identify any "Copyleft" libraries (that would mandate disclosure of Client's source code) prior to integration and obtain Client's approval.

**5.4 AI-Generated Content.** The Parties acknowledge that Provider utilizes advanced Artificial Intelligence tools (e.g., Google Gemini, Anthropic Claude) to assist in code generation and architecture. Provider warrants that it has the full legal right to assign ownership of such AI-generated output to Client as part of the Deliverables, and that such use does not violate the terms of service of the AI providers.

**5.5 Further Assurances.** Provider agrees to execute any documents and take any actions reasonably requested by Client to perfect Client's ownership of the Intellectual Property Rights in the Deliverables.

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## 6. CONFIDENTIALITY

**6.1 Obligations.** The Receiving Party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence and take reasonable precautions to protect it (including all precautions the Receiving Party employs with respect to its own confidential materials); (ii) not to divulge any such Confidential Information to any third party (other than employees, contractors, or agents who have a need to know and are bound by written confidentiality obligations); and (iii) not to use such Confidential Information except for the performance of this Agreement.

**6.2 Exclusions.** Confidential Information shall not include information that: (a) is or becomes generally available to the public without breach of this Agreement; (b) was in the Receiving Party's possession prior to disclosure without legal

restriction; (c) is captured by the Receiving Party from a third party who had the legal right to disclose it; or (d) is independently developed by the Receiving Party without reference to or use of the Confidential Information.

**6.3 Data Security & SOC 2 Compliance.** Provider acknowledges that it may have access to Client's data, which may include Personally Identifiable Information (PII). Provider agrees to implement and maintain commercially reasonable technical and organizational security measures—consistent with SOC 2 Type II criteria—to protect such data from unauthorized access, use, modification, or disclosure. This includes, but is not limited to, encryption of data at rest and in transit, access controls, and regular security audits.

**6.4 Compelled Disclosure.** If the Receiving Party is required by law or court order to disclose Confidential Information, it shall give the Disclosing Party prompt written notice (if legally permitted) to allow the Disclosing Party to seek a protective order.

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## 7. WARRANTIES AND COVENANTS

**7.1 Provider Warranties.** Provider represents and warrants that:

- (a) **Non-Infringement:** The Deliverables will be original and will not infringe, misappropriate, or violate any patent, copyright, trademark, trade secret, or other proprietary right of any third party.
- (b) **Compliance with Laws:** The Services will be performed in compliance with all applicable federal, state, and local laws and regulations.
- (c) **Malicious Code:** Provider will use industry-standard measures to ensure the Deliverables do not contain any viruses, malware, trojan horses, time bombs, or other harmful code.

**7.2 Performance Warranty (60-Day Bug Fix Guarantee).** Provider warrants that, for a period of **sixty (60) days** following Client's Acceptance of the Deliverables (the "Warranty Period"), the Deliverables will function materially in accordance with the specifications set forth in the SOW. If the Deliverables fail to meet this warranty, Provider shall, at its sole expense and as Client's exclusive remedy for breach of this warranty, promptly correct the non-conformity.

**7.3 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

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## 8. INDEMNIFICATION

**8.1 By Provider.** Provider shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from any third-party claim alleging that the Deliverables or Services infringe or misappropriate any U.S. copyright, trademark, or trade secret.

**8.2 By Client.** Client shall indemnify, defend, and hold harmless Provider from and against any and all losses, damages, liabilities, costs, and expenses arising out of or resulting from: (i) Client's specific specifications or instructions that compelled the infringement; or (ii) content or data provided by Client to Provider.

**8.3 Procedure.** The indemnified party shall: (a) promptly notify the indemnifying party in writing of the claim; (b) allow the indemnifying party sole control of the defense and settlement of the claim; and (c) provide reasonable assistance to the indemnifying party.

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## **9. LIMITATION OF LIABILITY**

**9.1 Exclusion of Consequential Damages.** EXCEPT FOR BREACHES OF CONFIDENTIALITY (SECTION 6) OR INDEMNIFICATION OBLIGATIONS (SECTION 8), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS, DATA, OR USE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9.2 Liability Cap.** EXCEPT FOR PROVIDER'S INDEMNIFICATION OBLIGATIONS FOR IP INFRINGEMENT (SECTION 8.1), EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO PROVIDER UNDER THE APPLICABLE SOW IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

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## **10. TERM AND TERMINATION**

**10.1 Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated as provided herein.

**10.2 Termination for Convenience.** Client may terminate this Agreement or any SOW for any reason or no reason upon thirty (30) days' prior written notice to Provider. Upon such termination, Client shall pay Provider for all Services performed and non-cancellable expenses incurred up to the date of termination.

**10.3 Termination for Cause.** Either Party may terminate this Agreement or any SOW immediately upon written notice if the other Party: (i) materially breaches this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice thereof; or (ii) becomes insolvent, makes an assignment for the benefit of creditors, or files for bankruptcy.

**10.4 Effect of Termination.** Upon termination: (i) Client shall pay all outstanding undisputed invoices; (ii) Provider shall deliver to Client all completed and partially completed Deliverables; and (iii) each Party shall return or destroy the other Party's Confidential Information.

**10.5 Survival.** Sections 2, 4, 5, 6, 7.3, 8, 9, 11, and 12 shall survive any termination or expiration of this Agreement.

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## **11. GENERAL PROVISIONS**

**11.1 Independent Contractor.** Provider is an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties.

**11.2 Force Majeure.** Neither Party shall be liable for any delay or failure to perform (excluding payment obligations) due to causes beyond its reasonable control, including acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, floods, or accidents.

**11.3 Non-Solicitation.** During the Term and for one (1) year thereafter, neither Party shall knowingly solicit for employment or hire any employee or contractor of the other Party who was directly involved in the provision of Services under this Agreement, without the prior written consent of the other Party. General solicitations not targeted at such persons shall not be a violation of this provision.

### **11.4 Dispute Resolution.**

(a) **Negotiation:** The Parties agree to attempt to resolve any dispute arising out of this Agreement through good faith negotiation between senior executives.

(b) **Arbitration:** If negotiation fails within thirty (30) days, the dispute shall be predominantly resolved by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules.

(c) **Venue & Law:** The seat of arbitration shall be **Wilmington, Delaware**. This Agreement shall be governed by the laws of the **State of Delaware**, without regard to its conflict of laws principles.

(d) **No Jury Trial:** EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

**11.5 Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement to an Affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets.

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

**11.7 Entire Agreement.** This Agreement, together with all SOWs and Exhibits, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications.

**11.8 Counterparts.** 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 instrument. Electronic signatures shall be deemed original signatures.

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## EXHIBIT A: STATEMENT OF WORK (SOW)

**Project Name:** FinalWishes Platform Development

**SOW Reference:** SOW-2024-001 | Associated MSA: MSA-2024-111-FW

**Date:** December 19, 2024

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### 1. EXECUTIVE OVERVIEW

#### Primary Objective

Deliver a dual-purpose platform that empowers the Living to **Curate their Legacy** (Memories & Wishes) and equips their Loved Ones to **Automate the Estate** (Probate & Assets).

This Statement of Work ("SOW") defines the comprehensive scope for the **FinalWishes Estate Operating System**. While competent estate management is critical, **FinalWishes is not merely a probate tool**. It is a Legacy Management Application designed to capture the "Soul" of the Principal—their memories, values, and final messages—before dealing with the "Administration" of their assets.

We serve the **Human** first and the **Process** second. By curating the emotional legacy of the soon-to-be-deceased, we effectively arm the Executor not just with legal documents, but with the moral authority and clear instructions needed to protect the family from conflict.

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### 2. DETAILED SCOPE OF SERVICES

## 2.1 Core Vault & Data Architecture

Provider shall implement a **Multi-Tenant, Zero-Knowledge** architecture to ensure total data privacy.

- **Storage Layer:** Hybrid approach using **Cloud SQL (PostgreSQL)** for structured PII (Encrypted) and **Firestore** for real-time document metadata.
- **File Vault:** **Cloud Storage** buckets with per-tenant isolation boundaries. All files encrypted at rest using **Cloud KMS** (AES-256).
- **Security:** Implementation of **SOC 2 Type II** controls, including strict IAM roles, audit logging, and encryption in transit (TLS 1.3).

## 2.2 Document Inventory & Automation

Provider will build automation or manual guidance paths for the following specific document categories:

### A. Identity & Vital Records

- **Death Certificate:** Manual upload/OCR processing.
- **Social Security:** Secure entry & validation.
- **Driver's License:** Identity verification scan.

### B. Probate Court Filings

- **Maryland:** Integration/Guidance for **MDEC**.
- **Illinois:** Guidance for **eCourt** (Cook County).
- **Minnesota:** Guidance for **MNCIS**.

### C. Financial Assets

- **Asset Discovery:** Plaid integration (12,000+ institutions).
- **Bank Accounts:** Balance checks & beneficiary validation.
- **Investments:** Portfolio valuation snapshots.

### D. Property & Insurance

- **Real Estate:** Zillow/Redfin valuation integration.
- **Life Insurance:** "Notice of Death" generation.
- **Personal Property:** Inventory logic & photo vault.

## 2.3 The Legacy & Memory Vault

Provider shall build the "Soul" of the platform—a secure, dedicated module for preserving the Principal's non-financial legacy.

- **Time-Capsule Messages:** Logic to record video/text messages delivered only upon verified death or specific future dates.
- **Ethical Will:** Digital curation of values, life lessons, and hopes for heirs (distinct from legal wills).
- **The "Final Wish":** Structured intake of funeral preferences, burial/cremation desires, and "How I want to be remembered" directives.

## 2.4 System Integrations

Service	Purpose	Integration Level
Plaid	Financial Account Linking	Deep Integration
DocuSeal	E-Signatures	Self-Hosted (Full API)

Lob	Certified Mail / Physical Letters	API Triggered
SendGrid	Transactional Email	API Triggered
Google Document AI	OCR / Data Extraction	API Integrated
Vertex AI (Gemini)	Process Guidance	Context-Aware (RAG)

## 2.5 "The Shepherd" Guidance Engine

Provider shall build a logic engine ("The Shepherd") that:

1. **Ingests State Laws:** Encodes complex probate timing rules for MD, IL, and MN directly into the workflow engine.
  2. **Generates Timeline:** Creates a dynamic, 18-month Gantt chart customized for the specific Estate topology.
  3. **Proactive Alerts:** Notifies Executors of upcoming court deadlines via Email & Push notifications.
  4. **AI Assistance:** Uses Gemini 3.0 to answer context-specific questions based on the uploaded documents.
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## 3. WORK BREAKDOWN STRUCTURE (WBS)

### PHASE 0: DESIGN & IDENTITY (Weeks 1-4)

- 0.1 Brand Identity: Logo, Typography, Palette finalization.
- 0.2 UX/UI Design System: Figma-based Web + Mobile design system.
- 0.3 Prototyping: High-fidelity interaction models.
- 0.4 Asset Production: Custom icons and illustrations.

### PHASE 1: FOUNDATION & VAULT (Weeks 1-4)

- 1.1 GCP Infrastructure: Provision Cloud Run, Cloud SQL, Firestore, VPC.
- 1.2 Ops: Setup GitHub Actions CI/CD workflows.
- 1.3 Auth: Firebase Auth + MFA + Custom Claims.
- 1.4 Schema: Design Relational (Heirs) vs Document (Metadata).
- 1.5 Vault: Implement AES-256 crypto service.
- 1.6 Web: React + Vite + "Light Royal Neo-Deco" Design.
- 1.7 E-Sign: Deploy Self-Hosted DocuSeal.

### PHASE 2: CORE LOGIC & STATE ENGINES (Weeks 5-10)

- 2.1 Asset Module: Plaid Link integration & data overrides.
- 2.2 Maryland Engine: Encode MD Register of Wills rules.
- 2.3 Illinois Engine: Encode IL Probate Division rules.
- 2.4 Minnesota Engine: Encode MN District Court rules.
- 2.5 Gemini RAG: Build vector store for legal context.
- 2.6 PDF Service: Go-based PDF stamper for court forms.

### PHASE 3: MOBILE & DEEP INTEGRATIONS (Weeks 11-16)

- 3.1 React Native: Initialize iOS/Android Expo project.
- 3.2 Camera/Scan: Implement document scanner in mobile app.
- 3.3 Biometrics: Enable FaceID/TouchID for Vault access.
- 3.4 Push: Integrate Notifications for timeline alerts.
- 3.5 Lob: Physical mail API integration.

- 3.6 SendGrid: Transactional email templates.

#### **PHASE 4: AUDIT, SECURITY & LAUNCH (Weeks 17-20)**

- 4.1 Pen Test: Third-party security audit.
- 4.2 Compliance: SOC 2 evidence collection.
- 4.3 Load Test: Stress testing (k6) to 1,000 users.
- 4.4 Store Launch: App Store & Play Store submission.
- 4.5 Go-Live: DNS switchover and Production migration.

#### **PHASE 5: CONTINGENCY & PROJECT MANAGEMENT (Ongoing)**

- 5.1 PM: Weekly client syncing and project management.
  - 5.2 Manual QA: Cross-platform manual verification.
  - 5.3 Iteration: Refinements based on user feedback.
  - 5.4 Support: Post-launch stabilization.
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### **4. DELIVERABLES**

Deliverable	Description	Format
D1: The Vault	Security core, Auth, Encrypted Storage	Staging URL
D2: State Engines	Form generation for MD, IL, MN	API + UI
D3: Mobile Apps	iOS and Android binaries (TestFlight)	.ipa / .apk
D4: The Platform	Production release, fully tested	Live URL
D5: Documentation	API Specs, Admin Guide, Compliance Pack	PDF / Markdown

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### **5. ASSUMPTIONS**

1. **Launch States Only:** Logic is strictly limited to Maryland, Illinois, and Minnesota for V1.
  2. **No Legal Advice:** The "Shepherd" provides procedural guidance, not legal advice. Disclaimer implementation is mandatory.
  3. **Third-Party Costs:** Client pays direct consumption costs for Plaid, Lob, and Cloud IDs.
  4. **Content:** Client is responsible for final validation of court form templates.
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## **EXHIBIT B: COST PROPOSAL & ROI ANALYSIS**

### **1. Executive Summary**

This proposal offers a transparent, atomic breakdown of the investment required to build the "Vault-Grade" estate settlement platform. Unlike opaque agency pricing or "billable hour" law firm models, we provide a fixed-price engineering partnership.

### **2. Comparative Market Analysis**

Metric	"Big Law" Custom Tech	Typical Dev Agency	Sirsi (111 VS)
Total Cost	\$650,000+	\$350,000+	<b>\$200,000 (Standard)</b>
Time to Market	18-24 Months	9-12 Months	<b>5 Months</b>
Model	Billable Hour (\$800/hr)	Time & Materials	<b>Co-Founder/Partner</b>
IP Ownership	Firm Retains IP	Vendor Lock-in	<b>100% Client Owned</b>
Security	"Enterprise" bloat	Basic / Afterthought	<b>SOC 2 Type II Ready</b>
AI Capability	None / Rigid Logic	Generic Chatbot	<b>Gemini 3.0 Native</b>

**Analysis:** We deliver 4x the speed at roughly 40% of the cost of a traditional enterprise build by leveraging our proprietary "Sirsi" component library and AI-accelerated development.

### 3. Atomic Development Cost Breakdown

#### Phase 0: Design & Identity (Weeks 1-4) - \$30,000

- Brand Identity (Logo, Typography, Palette): \$6,000
- UX/UI Design System (Figma: Web + Mobile): \$12,000
- High-Fidelity Prototyping: \$6,000
- Asset Production (Icons, Illustrations): \$6,000

#### Phase 1: Foundation & Vault (Weeks 1-4) - \$30,000

- System Architecture: \$8,000
- Cloud SQL / Firestore Schema: \$5,500
- Vault Implementation (AES-256): \$7,250
- DocuSeal Setup: \$2,250
- Frontend Shell: \$7,000

#### Phase 2: Core Logic & "The Shepherd" (Weeks 5-10) - \$35,000

- State Engines (MD, IL, MN): \$11,000
- Gemini 3.0 RAG Pipeline: \$9,500
- Legal Prompt Engineering: \$6,000
- Frontend Guidance UI: \$8,500

#### Phase 3: Living Legacy & Universal App (Weeks 11-16) - \$38,000

- React Native Universal Shell: \$14,000
- Living Legacy Features: \$10,500
- Heir Naming & Distribution UI: \$8,500
- Document Scanner: \$5,000

#### Phase 4: QA, Security & Launch (Weeks 17-20) - \$32,000

- Penetration Testing (External): \$12,000
- End-to-End Testing (Cypress): \$10,000
- SOC 2 Policy Generation: \$4,000
- App Store Submission: \$6,000

## **Phase 5: Contingency & Project Management - \$35,000**

- 15% Project Contingency: \$28,000
  - Project Management & Client Liaison: \$7,000
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## **4. Infrastructure Bill of Materials (BoM)**

Service	Item	Est. Unit Cost	Purpose
Compute	Cloud Run	~\$18/mo	Backend container
Database	Cloud SQL	~\$9/mo	Secure PII storage
NoSQL	Firestore	Free Tier	User metadata
Storage	Cloud Storage	\$0.026/GB	Document vault
AI	Vertex AI	~\$5/1M tokens	Legal logic
E-Sign	DocuSeal	\$0 (OSS)	Unlimited signatures

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## **SIGNATURE BLOCK**

**IN WITNESS WHEREOF**, the Parties have executed this Master Services Agreement as of the Effective Date.

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**CLIENT: FinalWishes Inc.**

Signature: \_\_\_\_\_

Name: Tameeka Lockhart

Title: Principal / CEO

Date: \_\_\_\_\_

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**PROVIDER: Sirsi Technologies, Inc**

Signature: \_\_\_\_\_

Name: Cylton Collymore

Title: Chief Executive Officer

Date: \_\_\_\_\_

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*This document was prepared for FinalWishes Inc. by Sirsi Technologies, Inc.*