

## SIRSI CONTRACT & SOW

### MASTER SERVICES AGREEMENT (MSA)

This Master Services Agreement ("Agreement") is entered into as of January 23, 2026 (the "Effective Date") by and between:

**Tameeka Lockhart**, an individual with principal place of business at [Address] ("Client"), and **Sirsi Technologies, Inc.**, a Delaware corporation (FEIN: 93-1696269), with its principal place of business at 909 Rose Avenue, Suite 400, North Bethesda MD 20852 ("Provider" or "Sirsi"), represented by **Cylton Collymore**, CEO.

Client and Provider may be referred to individually as a "Party" and collectively as the "Parties."

#### 1. RECITALS

**WHEREAS**, Client desires to engage Provider to design, develop, and implement a **legacy management system** known as **FinalWishes** (the "Platform"), with sufficient foundational infrastructure to support future expansion into estate settlement capabilities in jurisdictions such as Maryland, Illinois, and Minnesota; and

**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; and

**WHEREAS**, the Platform is to be constructed utilizing Provider's proprietary **Sirsi Nexus V4 Framework** as the foundational architectural layer; and

**WHEREAS**, the Parties desire to set forth the terms and conditions under which Provider will provide such services and license certain technologies 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:

#### 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**" or "**Sirsi Nexus V4**" 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, "The Vault" encryption protocols, "Gemini" guidance patterns, and standard deployment scripts) to the extent that such independent development can be established by documentation generated prior to the Effective Date.
- "**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.
- "**Foreground IP**" means the Intellectual Property Rights related to the Deliverables in the specific business logic, legacy-management scripts, and configurations developed strictly and exclusively for FinalWishes, excluding any Background Technology.
- "**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, as well as rights to enforce such intellectual property rights, and all claims, whether arising prior to, on, or subsequent to the Effective Date, for infringement or other violation of such intellectual property rights..
- "**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

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#### 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 Resource Commitment

Provider commits a **Lead Architect** (Cylton Collymore) at a minimum **60% time commitment** for the duration of the initial development and designates the Project as "Priority Status" within the Sirsi infrastructure.

#### 3.5 Review and Close Period

Following the launch of the Platform, Provider shall provide a **sixty (60) day** "Review and Close" period. During this time, Provider will provide reasonable support to ensure the Platform functions as specified in the SOW.

#### 3.6 Ongoing Maintenance & Support

Client acknowledges that any technical maintenance, feature updates, or priority SLA support beyond the initial 60-day period is **not included** in the base Service Fees and requires the separate purchase of the "Maintenance and Support" add-on as specified in the service catalog.

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### 4. COMPENSATION AND PAYMENT

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#### 4.1 Total Contract Value

**\$137,000.00 USD**

#### 4.2 Payment Plan Selection

Client shall select **ONE** of the following payment plans for the disbursement of fees. Selection must be made upon execution of this Agreement.

##### PLAN A: 2 Monthly Payments

- **Payment 1:** \$68,500 due upon Effective Date.
- **Payment 2:** \$68,500 due Month 2.
- **Total:** \$137,000.

##### PLAN B: 3 Monthly Payments

- **Payment 1:** \$45,667 due upon Effective Date.
- **Payment 2:** \$45,667 due Month 2.

- **Payment 3:** \$45,667 due Month 3.
- **Total:** \$137,000.

**PLAN C: 4 Monthly Payments**

- **Payment 1:** \$34,250 due upon Effective Date.
- **Payment 2:** \$34,250 due Month 2.
- **Payment 3:** \$34,250 due Month 3.
- **Payment 4:** \$34,250 due Month 4.
- **Total:** \$137,000.

#### 4.3 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.

#### 4.4 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.

#### 4.5 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.

#### 4.6 Taxes

Client shall be responsible for paying all taxes resulting solely and exclusively from Sirsi's rendering of the Services to Client. Fees do not include such taxes. Client shall not be responsible for any other taxes levied upon Sirsi. 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.

#### 4.7 Sirsi Backend Services

As part of Provider’s Background Technology, the Platform shall integrate with third-party services including but not limited to **OpenSign** (e-signatures), **Plaid** (financial account linking), and **Stripe** (payment processing) through the **Sirsi Backend Service Architecture**. These integrations shall route through Provider’s infrastructure to reduce cost complexity and time to market, unless otherwise indicated in writing or upon termination of any maintenance contract between the Parties.

#### 4.8 Merchant Fees

Provider does not pay merchant fees for making payment processing available to the Platform. All payment processing fees (including but not limited to Stripe transaction fees, chargeback fees, and related merchant service charges) shall be **passed through to Client**. Provider shall not pass through any other costs related to infrastructure maintenance and availability.

#### 4.9 Future Migration

If at some time in the future Client opts for its own full signatory and payments integrations independent of Provider’s Payment Backend Service Architecture, Provider shall migrate a working implementation to Client for a **nominal fee not to exceed One Thousand Dollars (\$1,000.00)**.

## 5. INTELLECTUAL PROPERTY RIGHTS

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### 5.1 Work Made for Hire (Foreground IP)

Provider agrees that the **Foreground IP** (specific legacy scripts, brand assets, and business logic created exclusively for Client) shall be considered “works made for hire” and owned 100% by Client upon payment of all fees. 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. Provider agrees to cooperate in executing any necessary future assignments and/or other documents as necessary to effectuate the transfer of all Foreground IP to Ms. Lockhart as contemplated herein.

### 5.2 Background Technology (Sirsi Nexus V4 Retention)

Notwithstanding Section 5.1, Provider retains all right, title, and interest in and to its **Background Technology** (the Sirsi Nexus V4 Framework). Provider hereby grants to Client a **perpetual, irrevocable, worldwide, royalty-free, and exclusive vertical license** to use, reproduce, and exploit the Background Technology *within the field of Legacy Management and Digital Inheritance Automation and otherwise as necessary to operate for the purpose of operating* the Platform.

### 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

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### 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 and Provider can substantiate such prior possession through documentation generated prior to the Effective Date; (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 and such independent development can be substantiated through documentation generated prior to the Effective Date.

### 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

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#### 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

The Performance Warranty is limited to the **sixty (60) day** Review and Close Period. Provider shall correct any material non-conformity with the Specifications at its sole expense during this period. Any requests for remediation following this period shall be governed by the terms of the Maintenance and Support add-on, if purchased.

#### 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

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#### 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 (i) infringe or misappropriate any copyright, trademark, trade secret, and/or other intellectual property rights; or (ii) otherwise violate the rights of third-parties  
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

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### 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

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### 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. Provider shall take reasonable measures to mitigate the incurring of further fees and expenses by Client subsequent to Client's providing Provider with notice of Client's intent to terminate this Agreement.

### 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, and 11 shall survive any termination or expiration of this Agreement.

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## 11. GENERAL PROVISIONS

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### 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 Market Vertical Non-Competition

Provider agrees that during the term of this Agreement and for a period of **three (3) years** thereafter, Provider shall not directly develop, market, or provide services for a competing **Estate Settlement, Legacy Management Automation, or Legacy Planning** platform. This does not restrict Provider from using its foundational tech in unrelated market verticals.

### 11.3 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.

### 11.4 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.

### 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)

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**Project Name:** FinalWishes Legacy Management System **Timeline:** 20 Weeks (5 Months) (Target Completion: June 2026)

### 1. Scope of Work

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Provider to deliver a “Vault-Grade” legacy management system, designed with foundational infrastructure to support future expansion into estate settlement capabilities in jurisdictions such as Maryland, Illinois, and Minnesota.

#### Core Modules

1. **Vault Architecture:** Zero-knowledge encryption (Cloud KMS + AES-256) for all documents.
2. **Future State Engine Framework:** Foundational support for future expansion into Maryland, Illinois, and Minnesota legacy management automation (The “Shepherd” guidance engine).
3. **Financial Integration:** Deep integration with **Stripe** (payments) and **Plaid** (asset discovery).
4. **Universal App:** Native Mobile Applications for **iOS** and **Android** (React Native).

### 2. Technology Stack (SirsiNexus V4)

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- **Frontend:** React 18 (Vite), Tanstack (Query, Router, Table), shadcn/ui (Radix Primitives + Tailwind).
- **Backend:** Go (Golang) on Cloud Run (Serverless), Firebase Auth.

- **Database:** Cloud SQL (PostgreSQL) + Firestore (Real-time).

### 3. Deliverables & Schedule

| Phase                  | Duration    | Deliverables   |
|------------------------|-------------|--|
| 1. Foundation          | Weeks 1-4   | Cloud Architecture, Auth, Design System, Vault Security.               |
| 2. Core Logic          | Weeks 5-8   | "The Shepherd" Engine, Future State Framework, OpenSign Integration.   |
| 3. Feature Integration | Weeks 9-12  | iOS/Android Apps, Stripe Payments, Plaid Integration, Asset Discovery. |
| 4. Testing & Launch    | Weeks 13-16 | Security Review, QA Testing, App Store Submission, Go-Live.            |

### 4. Assumptions

- Client pays for direct cloud/API usage costs.
- The "Shepherd" guides users through site and application logic and provides procedural guidance, not legal advice.

## EXHIBIT B: COST & VALUATION ANALYSIS

### 1. "True Market Price" Analysis

Analysis of what FinalWishes would pay for this specific scope without Sirsi Technologies' involvement.

| Cost Driver                                 | Typical Agency           | Big Law / Custom Firm | With SirsiNexus (You) |
|---|--------------------------|-----------------------|-----------------------|
| <b>Base Development (Rate)</b>              | \$175 - \$250 / hr       | \$400 - \$800 / hr    | <b>Fixed Bid</b>      |
| <b>Platform Scope (Web + iOS + Android)</b> | \$274,000                | \$548,000+            | <b>Included</b>       |
| <b>Security Compliance (SOC 2 Prep)</b>     | \$50,000 (Add-on)        | \$100,000             | <b>Included</b>       |
| <b>Legacy Management Logic Engineering</b>  | N/A (Consultants needed) | Billed Hourly         | <b>Included</b>       |
| <b>TOTAL MARKET VALUE</b>                   | <b>\$274,000+</b>        | <b>\$822,000+</b>     | <b>\$137,000</b>      |

### 2. Discount Realization

How we arrive at the **\$137,000** agreement value:

1. **Gross Development Value: \$214,000**
  - Based on ~856 hours @ \$250/hr blended market rate.
2. **Less: SirsiNexus Efficiency: (\$53,500)**
  - Savings from using pre-built Sirsi auth, vault, and UI components.
3. **Less: Friends & Family Discount: (\$23,500)**
  - Strategic service reduction for shared risk/reward.
4. **NET CONTRACT PRICE: \$137,000**

### **3. Infrastructure Estimates (OpEx)**

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Estimated monthly running costs (paid to providers): - **Google Cloud**: ~\$60/mo (Scales with usage) - **LOB (Mail)**: \$1.55 per letter sent - **OpenSign**: \$20/mo - **Vertex AI**: ~\$5 per 1M tokens

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## SIGNATURE PAGE

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

| Tameeka Lockhart (Client) | Sirsi Technologies, Inc. (Provider)  |
|---------------------------|--------------------------------------|
| By: _____                 | By: _____                            |
| Name: Tameeka Lockhart    | Name: Cylton Collymore               |
| Title: Project CEO        | Title: CEO, Sirsi Technologies, Inc. |
| Date: _____               | Date: _____                          |

## STATEMENT OF WORK (SOW)

**Project Name:** FinalWishes Platform Development **SOW Reference:** SOW-2026-001

**Associated MSA:** MSA-2026-111-FW

**Date:** January 23, 2026

### 1. Executive Overview

This Statement of Work ("SOW") defines the comprehensive scope for the **FinalWishes Legacy Management System**. This project aims to build foundational legacy management infrastructure with foundational support for future expansion into estate settlement capabilities in jurisdictions such as Maryland, Illinois, and Minnesota.

**Objective:** deliver a "Vault-Grade" secure platform that allows users to securely organize, document, and manage their legacy assets and final wishes, providing a permanent, cryptographically-secure repository for digital inheritance and beneficiary instructions.

### 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).

#### 2.3 Technology Stack (SirsiNexus V4)

- **Frontend:** React 18 (Vite), Tanstack (Query, Router, Table), shadcn/ui (Radix Primitives + Tailwind).
- **Backend:** Go (Golang) on Cloud Run (Serverless), Firebase Auth.
- **Database:** Cloud SQL (PostgreSQL) + Firestore (Real-time).
- **Mobile:** React Native (Expo) sharing core business logic.

#### 2.2 Selected Service Modules

- **Branding & Identity:** Complete brand identity system, logo, and UI kit.
- **CEO Consulting (2 weeks):** Direct strategic partnership and executive advisory (20 hrs/week).

#### 2.4 Document Inventory & Automation Scope

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

**A. Identity & Vital Records** \* **Death Certificate:** Manual upload/OCR processing (No State API exists). \* **Social Security/Gov ID:** Secure entry & validation.

**B. Future State Engine Framework (Expansion)** \* **Maryland/Illinois/Minnesota:** Foundational logic mapping for future expansion into **MDEC** (Maryland), **eCourt** (Illinois), and **MNCIS** (Minnesota) e-filing guidance. \* Note: Active development of direct court filing automation is reserved for future statement(s) of work.

**C. Financial & Asset Documents** \* **Asset Discovery:** Integration of **Plaid** for retrieving balances, transactions, and liabilities from 12,000+ financial institutions. \* **Life Insurance/Retirement:** Generation of standard "Notice of Death & Claim" letters for major carriers (MetLife, Prudential, etc.). \* **Real Estate:** Manual inventory tracking with integration to Zillow/Redfin APIs for valuation estimates (where available).

## 2.5 System Integrations

Provider shall integrate the following third-party services to achieve automation:

| Service                   | Purpose                           | Integration Level  |
|---------------------------|-----------------------------------|--|
| <b>Plaid</b>              | Financial Account Linking         | <b>Deep Integration</b> (Transactions, Liabilities, Investments)   |
| <b>OpenSign</b>           | E-Signatures                      | <b>Self-Hosted</b> (Full API, embedded signing)                    |
| <b>Lob</b>                | Certified Mail / Physical Letters | <b>API Triggered</b> (Address verification, tracking)              |
| <b>SendGrid</b>           | Transactional Email               | <b>API Triggered</b> (Notifications, summaries)                    |
| <b>Google Document AI</b> | OCR / Data Extraction             | <b>API Integrated</b> (Receipts, Forms)                            |
| <b>Vertex AI (Gemini)</b> | Process Guidance                  | <b>Context-Aware</b> (RAG pipeline on Legacy Management Framework) |

## 2.4 “The Shepherd” Guidance Engine

Provider shall build a logic engine (“The Shepherd”) that guides users through core site navigation, secure vault management, and overall application logic. The engine provides procedural assistance for platform engagement and assists users in navigating the legacy organization framework.

## 3. Work Breakdown Structure (WBS)

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

- 1.1 **GCP Infrastructure:** Provision Cloud Run, Cloud SQL, Firestore, VPC, Cloud Armor.
- 1.2 **Ops:** Setup GitHub Actions CI/CD.
- 1.3 **Auth:** Firebase Auth + MFA + Custom Claims.
- 1.4 **Schema:** Design Relational (Beneficiaries) vs Document (Metadata) schemas.
- 1.5 **Vault:** Implement AES-256 crypto service and Signed URL logic.
- 1.6 **Web:** React 18 + Tanstack (Router/Query) + shadcn/ui Component System (No Next.js).
- 1.7 **E-Sign:** Deploy Self-Hosted OpenSign.

### PHASE 2: LEGACY LOGIC & ASSET FRAMEWORK (Weeks 5-10)

- 2.1 **Asset Module:** Plaid Integration & Legacy Inventory.
- 2.2 **The Shepherd:** Site & Application Logic Guidance.
- 2.3 **Gemini RAG:** Legacy Framework Context & Guidance.
- 2.4 **Notification System:** Life-Event Triggering Logic.

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

- 3.1 **Mobile:** React Native Expo shell (iOS/Android).
- 3.2 **Bio-Auth:** FaceID/TouchID wrapper.
- 3.3 **Scanner:** Native camera module for receipt capture.
- 3.4 **Plaid/Lob:** Full webhook handling and mail trigger logic.
- 3.5 **Offline:** SQLite sync engine for mobile resilience.

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

- 4.1 **Security Review:** Internal security audit & remediation.

- **4.2 Compliance:** SOC 2 evidence collection (logging, access controls).
  - **4.3 Load Test:** Stress testing (k6) to 1,000 concurrent users.
  - **4.4 Store Launch:** App Store & Play Store submission.
  - **4.5 Go-Live:** DNS switchover and Production migration.
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#### 4. Deliverables

| Deliverable              | Description                               | Format         |
|--------------------------|---|----------------|
| D1: The Vault            | Security core, Auth, Encrypted Storage    | Staging URL    |
| D2: Legacy Platform Core | Legacy Inventory & Beneficiary Management | 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. **Future Expansion Support:** Logic is focused on foundational legacy management, with future support planned for Maryland, Illinois, and Minnesota.
  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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#### 6. Signatures

##### CLIENT: FinalWishes

Name: Tameeka Lockhart

Title: Project CEO

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

##### PROVIDER: Sirsi Technologies, Inc.

Name: Cylton Collymore

Title: CEO, Sirsi Technologies, Inc.

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