



Master Services Agreement

Between Hite Labs LLC ("We" or "Us")

And Gente Solutions ("You")

Effective Date: [EFFECTIVE DATE]

Summary

We'll always do our best to fulfill your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong.

You won't find any complicated legal terms or long passages of unreadable text in this agreement. We've no desire to trick you into signing something you might regret later. We do want what's best for both parties, so in short:

You (Gente Solutions), located at 122 Parish Drive, Wayne, NJ 07470, are hiring us (Hite Labs LLC), located in Massachusetts, to provide software development, UI/UX design, systems implementation, and related services as outlined in individual Statements of Work.

This Master Services Agreement governs our overall working relationship. Specific projects, deliverables, timelines, and fees will be detailed in separate Statements of Work (SOWs) that reference this agreement.

What Both Parties Agree To

You: You have the authority to enter into this agreement on behalf of yourself, your company, or your organization. You'll give us the assets and information we need to complete the project. You'll do this when we ask and provide the formats we ask for. You'll review our work, provide feedback and approval in a timely manner. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule outlined in each Statement of Work.

Us: We have the experience and ability to deliver everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavor to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

Discovery and Documentation Services

We provide discovery, requirements analysis, and documentation services to help you understand what a piece of software would take to build before committing to build it. This includes:

- Business and data discovery — working with your team to understand existing processes, business rules, and available data sources
- User stories — concrete, portable descriptions of functionality paired with business and technical acceptance criteria

- Reports translating documented requirements into time-and-cost estimates for building the work, including AI-assisted development approaches
- Interactive prototypes that surface what an interface could look like, used to gather feedback from an intended audience

To give you visibility into our work, we'll share progress through written documentation, discovery call summaries, and interactive demos when a prototype is part of the engagement. You'll have regular opportunities to review our work and provide feedback. We'll maintain regular contact via email, Slack, Zoom, or your preferred communication method.

If — at any stage — you change your mind about deliverables or aren't happy with our work, you'll pay us in full for the time we've spent working with you until that point. Then, we can either adjust the scope with a new estimate or terminate the agreement.

Systems Visibility

This work doesn't happen in isolation from your existing systems and infrastructure — the recommendations in the user stories and report (what to build, and in what) depend on understanding what you're already running.

Access for Discovery: You'll provide us visibility into relevant existing systems, platforms, and infrastructure — documentation, read access, or conversations with your technical team, as appropriate — so that our recommendations account for what already exists rather than assuming a blank slate. This is for discovery purposes; it does not imply administrative or build access unless a future SOW specifies otherwise.

Platform Limitations: Our recommendations are based on the information made available to us during discovery. We're not responsible for gaps in that information or for platform capabilities, limitations, or changes outside our knowledge.

Legal Protections

Standard of Work: We carry out work in accordance with good industry practice and at the standard expected from qualified professionals with relevant experience. That said, we can't guarantee our work will be error-free.

Liability Limitations: We won't be liable to you or any third-party for damages, including lost profits, lost savings, lost data, or other incidental, consequential, or special damages, even if you've advised us of them. Our total liability under this agreement is limited to the total fees paid to us under the applicable Statement of Work.

Your liability to us will be limited only to the fees stated in the applicable Statement of Work. You won't be liable to us or any third-party for damages, including lost profits, lost savings, or other incidental, consequential, or special damages, even if we've advised you of them.

Severability: If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Intellectual Property Rights

Your Content: You guarantee the written content, data structures, business logic specifications, and other materials you provide are original, or that you have the rights to use them.

Our Work — Full Assignment: Upon full payment for a completed Statement of Work, we assign to you all right, title, and interest in the deliverables created specifically for your project — including user stories, reports, prototypes, documentation, and any other work product created under this agreement. You own these deliverables outright. We retain no ownership interest, license-back, or future claim to them.

What This Means For You: You can use, modify, distribute, and commercialize the deliverables however you need for your business, without restriction and without any ongoing rights held by Hite Labs.

Pre-existing Materials: We retain ownership of any pre-existing methods, frameworks, templates, or general-purpose tools that we use in your project but that were not created specifically for you — these are the tools of our practice, reused across clients. You receive a license to use these materials as part of your project, but they are not assigned to you.

Portfolio and Marketing Rights

We reserve the right to display aspects of our work in our portfolio, website, case studies, or presentations, as long as doing so doesn't breach any confidentiality agreement or reveal sensitive business information.

We will not disclose confidential business data, proprietary processes, or sensitive information without your explicit written approval. If you require full confidentiality, we're happy to sign a separate Non-Disclosure Agreement (NDA).

Payment Terms

You understand how important it is for a small business that you pay your bills promptly. We're also sure you'll want to stay friends, so you agree to stick tightly to the payment schedules outlined in each Statement of Work.

Payment Schedule: Each SOW will specify its own payment terms, which typically include deposits, milestone payments, and final payment upon completion.

Work Beyond Scope: If you'd like work done beyond what's outlined in a given Statement of Work, that's not a problem — we'll provide a separate estimate, which may be billed at the rate specified in the applicable SOW, or as a new SOW.

Invoice Terms: Our payment terms are Net 14 days from the date of invoice unless otherwise specified in the SOW. We issue invoices electronically. Payment can be made via bank transfer (ACH), credit card (via Stripe), PayPal, or other methods as agreed.

Currency: Our invoices will be in USD.

Late Payments: We reserve the right to charge interest on all overdue debts at the rate of 1.5% per month (18% annually) or the maximum rate permitted by law, whichever is less.

Suspended Work: If payment is more than 7 days overdue, we reserve the right to suspend work until payment is received. This may affect project timelines.

Termination

Termination by You: You may terminate this agreement or any SOW at any time by providing written notice. Upon termination, you'll pay us in full for all work completed to date, and we'll deliver all work completed to that point.

Termination by Us: We may terminate this agreement if you fail to make payments as agreed, fail to provide necessary materials or feedback within agreed timeframes, or engage in behavior that makes continuing the relationship untenable. Upon termination by us, you'll pay for all work completed to date, and we'll deliver all work completed to that point.

Effect of Termination: Termination of this MSA terminates all active SOWs. Provisions related to payment, intellectual property, confidentiality, and liability shall survive termination.

General Provisions

Non-Exclusivity: This agreement doesn't prevent us from working with other clients, including those in your industry or sector.

Assignment: Neither party can transfer this agreement to anyone else without the other's written permission.

Compliance: We both agree to adhere to laws and regulations in relation to our activities under this agreement.

Entire Agreement: This Master Services Agreement, together with any executed Statements of Work, constitutes the entire agreement between the parties.

Amendments: This agreement may only be amended by written agreement signed by both parties.

Governing Law: This agreement is governed by the laws of the Commonwealth of Massachusetts and the United States. Any disputes will be subject to the exclusive jurisdiction of Massachusetts courts.



Statement of Work #1

RFP Generation Epic — Scoping Engagement

This Statement of Work is entered into under the Master Services Agreement between:

Hite Labs LLC ("We" or "Us")

And Adam / Gente Solutions ("You")

SOW Effective Date: [EFFECTIVE DATE]

Rate: \$100.00/hour — Scoping Rate, Time & Materials

Project Overview

This is the first of nine epics in the larger ICHRA Benefits Administration Platform engagement. It scopes the RFP Generation tool — the tool used to model and present an ICHRA cost comparison for an employer, before any commitment to move forward with Gente Solutions.

Goal: Understand the time and effort it would take to build this, producing documentation usable by developers — whether traditional or AI-assisted — regardless of who ultimately builds it.

Business Discovery and Data Discovery run concurrently. Business Discovery and User Stories iterate together as a loop, refining the stories with each round of discovery until they have real depth and breadth. Once that loop settles, the Report translates the stories into a set of concrete plans, and Prototype becomes an available next step.

Scope of Services

Hite Labs LLC will provide the following services to Gente Solutions. Business Discovery, Data Discovery, User Stories, and Report are the required core of this engagement. Prototype is a separable, opt-in phase that only begins once the Business Discovery/User Stories loop has settled.

Line Item	Description	Est. Hours
Business Discovery	Working backwards from proposals that have already been built to capture what was included and why, and where business rules like affordability modeling and controlled-group aggregation actually originate.	3-5
Data Discovery	Reviewing what's publicly documented across the carrier and plan data vendors (Ideon, HealthSherpa, and a third source) to understand API shape, coverage, and where sources might overlap or conflict.	2-3
User Stories	Concrete examples of what a person can do in the tool, paired with acceptance criteria from both a business and a technical perspective for each piece of functionality.	4-6
Report	A set of concrete plans — different combinations or sequencing of the user stories — each linked back to the stories it requires, with a time-and-cost estimate for building it via AI-assisted development.	2-4
Prototype (Opt-in)	An interactive prototype that surfaces what the interface could look like, built around a defined audience and a specific expected outcome, used to gather feedback that refines the user stories.	8-14
Total		19-32

Hours above represent the full range of investment for the complete effort. They are not a fixed quote.

Client Responsibilities

To keep this engagement on track, you agree to:

- **Provide Assets:** Supply sample proposals, edge-case scenarios, and available vendor documentation within 3 business days of request.
- **Timely Feedback:** Provide consolidated feedback on user stories within 2 business days of each round, so the Business Discovery/User Stories loop can proceed without delay.
- **Decision Authority:** Ensure a point of contact with decision-making authority is available for discovery conversations throughout the engagement.

Auto-Approval: If no response is received within 5 business days of a deliverable submission, the deliverable will be deemed accepted and approved.

Payment Terms

This engagement is billed **Time & Materials** at the **Scoping Rate of \$100.00/hour**. This is a scoping-phase rate; a separate rate would apply to any future build-phase work, to be established in a future SOW if and when that work is scoped.

You are billed only for actual hours worked. The hour ranges in the Scope of Services table above represent the full range of investment for the complete effort and are provided to set expectations, not as a fixed price or a floor.

Invoicing: Invoices are issued weekly based on hours logged.

Payment Terms: Net 14 days from invoice date.

Payment Methods: Bank transfer (ACH), Credit card (Stripe), PayPal.

Late Payment: Invoices not paid within 14 days are subject to a late fee of 1.5% per month.

Work Suspension: If payment is more than 7 days overdue, we reserve the right to pause work until payment is received.

Termination

Either party may terminate this Statement of Work at any time by providing written notice, consistent with the termination terms of the Master Services Agreement (Part 1). You'll pay for all hours worked to date; no kill fee applies. Business Discovery, Data Discovery, User Stories, and Report each stand on their own as usable deliverables regardless of when the engagement ends. Prototype is optional and only proceeds with your separate go-ahead once the Business Discovery/User Stories loop has settled.

Integration with Master Services Agreement

This Statement of Work is governed by the terms of the Master Services Agreement between Hite Labs LLC and Gente Solutions set out in Part 1 of this document, dated [EFFECTIVE DATE]. In the event of any conflict between this SOW and the MSA, the MSA shall control except where this SOW explicitly modifies the MSA terms for this specific engagement.

Approval and Signatures

By signing below, both parties agree to the terms outlined in both Part 1 (Master Services Agreement) and Part 2 (Statement of Work #1) of this document.

Signed by and on behalf of Hite Labs LLC

Signature: _____

Name: Russell Hite

Title: Principal

Date: _____

Signed by and on behalf of Gente Solutions

Signature: _____

Name: Adam

Title: [CONTACT TITLE]

Date: _____

Both parties should keep a signed copy for their records.