

AI Diagnostic

Engagement Packet

Thank you for booking the AI Diagnostic. This packet contains two documents to review and sign before kickoff:

- 1. Master Services Agreement (MSA).** The framework under which we work together. Signed once — it also covers any future engagement, so we don't redo paperwork later.
- 2. Exhibit B — AI Diagnostic Statement of Work.** The scope, deliverables, schedule, and fees for this specific two-week engagement.

What you're committing to: A two-week, fixed-fee assessment. \$2,500 total.

What you'll receive: A written diagnostic report with a ranked risk register, a phased roadmap to your near-term objectives, and a live readout call.

What happens after signing: We'll be in touch within one business day to schedule kickoff and confirm access details. The two-week clock starts on kickoff.

Both documents require a signature — one on the MSA, one on the Exhibit B SOW. If anything in either document is unclear or worth a conversation, just reply to your booking confirmation and we'll set up a quick call before signing.

— Federico Ramallo, CEO, Density Labs

Master Services Agreement

This Master Services Agreement (“Agreement”) is entered into on _____ (the “Effective Date”) between Density Labs LLC, a Texas limited liability company located at 17350 State Hwy 249, Ste 220 #20807, Houston, TX 77064 (“Company”), and _____, located at _____ (“Client”). Company and Client are each a “Party” and together the “Parties.”

This Agreement sets the general terms under which Company provides software consulting, development, and related services to Client. The specific services, fees, and timelines for each engagement are described in one or more Statements of Work.

1. Definitions

“**Statement of Work**” or “**SOW**” means an ordered description of Services signed by both Parties and governed by this Agreement.

“**Services**” means the work Company performs under a SOW.

“**Work Product**” means the materials Company creates for and delivers to Client under a SOW.

“**Company Materials**” means the tools, frameworks, methodologies, know-how, and software that Company owns or develops independently of the Services — including its development methods, templates, and reusable components.

“**Resources**” means the Company personnel or contractors assigned to perform Services.

“**Intellectual Property Rights**” means all worldwide patents, copyrights, trademarks, trade-secret rights, and other intellectual property rights.

“**Confidential Information**” has the meaning given in Section 6.

2. Services and Statements of Work

2.1 Company will perform the Services described in each SOW. Each SOW is governed by this Agreement and becomes part of it when signed by both Parties.

2.2 If a signed SOW conflicts with this Agreement, the SOW controls for the Services performed under it; otherwise, this Agreement controls.

2.3 Changes to a SOW take effect only when both Parties agree in writing through a change order.

3. Client Responsibilities

3.1 Client will cooperate with Company and provide timely access to the people, systems, information, and approvals Company reasonably needs to perform the Services, at Client’s own expense.

3.2 Client will designate a representative — _____ (“Client Representative”) — who is authorized to make decisions and give approvals for Client. Company may rely on that person’s authority and will direct official communications to them.

3.3 Company’s ability to meet timelines depends on Client meeting its responsibilities. Delays caused by Client extend the affected timelines accordingly.

4. Staffing and Resources

4.1 Independent Contractor. Company is an independent contractor. This Agreement creates no employment, partnership, or joint-venture relationship between the Parties, or between Client and any Resource. Neither Party may bind or make commitments on behalf of the other.

4.2 Subcontractors. Company may use its employees and subcontractors — including personnel located in Mexico and elsewhere in Latin America — to perform the Services. Company remains responsible for the work of its Resources and for their compliance with this Agreement.

4.3 Resource Exclusivity. Full-time Resources assigned to Client will not take on other work that could interfere with or reduce the quality of their work for Client. They may take part in internal training, mentoring, and coaching that does not compromise that work. Company will give Client advance written notice of any reassignment of an assigned Resource.

5. Intellectual Property

5.1 Work Product. Upon Company’s receipt of full payment of the fees due for the relevant Services, Company assigns to Client all right, title, and interest in the Work Product, including all Intellectual Property Rights in it.

5.2 Company Materials. Company retains all rights in its Company Materials, including any developed or improved while performing the Services. To the extent any Company Materials are incorporated into the Work Product, Company grants Client a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, sublicensable license to use them as part of the Work Product. Company may continue to use its general skills, experience, know-how, and Company Materials for any purpose.

5.3 Third-Party and Open-Source Components. Where Work Product includes third-party or open-source components, those components are licensed under their own terms, which Company will identify at Client’s request.

6. Confidentiality

6.1 “Confidential Information” means non-public information that one Party (the “Disclosing Party”) discloses to the other (the “Receiving Party”) — oral, written, or electronic — that is marked confidential or that a reasonable person would understand to be confidential, including business, technical, financial, and customer information, and the terms of this Agreement and each SOW.

6.2 The Receiving Party will use Confidential Information only to perform or receive the Services, will protect it with at least reasonable care, and will not disclose it except to its personnel and

subcontractors who need it and are bound by confidentiality obligations at least as protective as these.

6.3 Confidential Information does not include information that: (a) is or becomes public through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party before disclosure; (c) is rightfully received from a third party without a duty of confidentiality; or (d) is independently developed without using the Confidential Information.

6.4 The Receiving Party may disclose Confidential Information if required by law or legal process, provided it gives the Disclosing Party reasonable advance notice where permitted.

6.5 On termination of this Agreement or on the Disclosing Party's request, the Receiving Party will return or destroy the Confidential Information, except copies retained for routine backup or legal-compliance purposes, which remain subject to this Section.

6.6 References. Each Party may describe the engagement and the work performed in general, non-confidential terms for marketing, portfolio, and credential purposes.

7. Warranties

7.1 Authority. Each Party represents that it has the authority to enter into and perform this Agreement, and that doing so does not conflict with any other agreement it has.

7.2 Standard of Work. Company will perform the Services in a professional and workmanlike manner, using qualified people, and will not knowingly infringe any third party's Intellectual Property Rights in doing so.

7.3 Correcting Deficient Work. If any Services don't meet that standard, Client should let Company know in writing while the applicable SOW is still in effect, and Company will re-perform the work to bring it up to standard as part of the engagement already underway. Re-performing the work this way is how the Parties resolve deficient Services. This applies while the SOW is active and Client's account is current; once a SOW ends, Company's responsibility for the Services performed under it ends as well.

7.4 Other than as described in this Section, the Services and Work Product are provided "as is," and Company makes no other warranties, whether express or implied — including any implied warranties of merchantability or fitness for a particular purpose.

8. Limitation of Liability

8.1 Except for Client's payment obligations and amounts owed under Section 10, neither Party's total liability arising out of or related to this Agreement will be more than the fees paid or payable by Client under the SOW that gave rise to the claim.

8.2 Neither Party will be responsible for any indirect, incidental, consequential, special, or punitive damages, or for any lost profits, revenue, data, or goodwill, even if it was advised that those were possible. These limits apply however the claim arises.

9. Fees and Payment

9.1 Client will pay the fees set out in each SOW, which may be a fixed fee, a monthly fee, or on a time-and-materials basis.

9.2 Company will invoice Client on the schedule and payment terms stated in the applicable SOW. If a SOW is silent, Company will invoice monthly in advance, due within fifteen (15) days of receipt, by check, wire, or ACH.

9.3 Late amounts accrue interest at the lower of 1.5% per month or the highest rate allowed by law.

9.4 If Client disputes part of an invoice, Client will pay the undisputed part when due and raise the dispute in writing within ten (10) days of the invoice date.

9.5 Suspension. If Client is more than fifteen (15) days late on undisputed amounts, Company may, after written notice, suspend Services until the overdue amounts are paid.

9.6 Expenses. Client will reimburse reasonable, pre-approved out-of-pocket expenses. Company will obtain Client's prior written approval for any single expense over \$500 or aggregate expenses over \$2,000. AI or agent usage beyond standard levels for an engagement is treated as a reimbursable expense under this Section.

9.7 Taxes. Fees are exclusive of taxes. Client is responsible for all applicable taxes other than taxes on Company's net income.

10. Non-Solicitation and Conversion

10.1 Company invests significant effort and money in attracting and retaining its candidates and Resources. Candidate information Company shares with Client is confidential and for Client's use only. Client will not contact or engage a presented candidate or Resource except through Company, and will discuss all offer details with Company.

10.2 If Client engages a candidate or Resource directly or indirectly, without Company as intermediary — during the engagement, or within twelve (12) months after the Resource stops providing Services through Company, or within twelve (12) months after Company shared the candidate's information (where Client declined the candidate) — Client will pay Company a conversion fee of \$50,000.00 USD, due immediately on request.

11. Term and Termination

11.1 Term. This Agreement begins on the Effective Date and continues until terminated as provided here.

11.2 Termination for Convenience. Either Party may terminate this Agreement or any SOW on thirty (30) days' written notice.

11.3 Termination for Cause. Either Party may terminate immediately if the other materially breaches and fails to cure within ten (10) business days after written notice — or, for non-payment, within three (3) business days after written notice.

11.4 Effect of Termination. On termination for any reason: (a) within fifteen (15) days of the termination date, Client will pay for all Services performed and expenses incurred through that date; (b) each Party will stop using and return or destroy the other's Confidential Information; and (c) Company will deliver the completed Work Product, and any works-in-progress, for which Client has paid.

11.5 Survival. Sections 1, 5, 6, 7.4, 8, 9 (for amounts accrued), 10, and 12 survive termination — except that the re-performance remedy in Section 7.3 does not survive and ends with the applicable SOW.

12. General Provisions

12.1 Assignment. Neither Party may assign this Agreement without the other's written consent, except that either Party may assign to a successor in a merger or sale of substantially all of its assets. Company's use of subcontractors under Section 4.2 is not an assignment.

12.2 Force Majeure. Neither Party is responsible for any failure or delay caused by events beyond its reasonable control, including acts of God, government action, natural disasters, epidemics, strikes, or failures of networks or infrastructure.

12.3 Notices. Notices must be in writing and are effective when delivered by email (with confirmation of receipt) to the Parties' representatives, or when delivered by a recognized courier to the addresses below, or to any address a Party later designates in writing.

12.4 Governing Law and Venue. This Agreement is governed by the laws of the State of Texas, without regard to its conflict-of-laws rules. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Dallas, Texas for any matter not subject to arbitration.

12.5 Dispute Resolution. The Parties will first try to resolve any dispute through their project managers, then escalate to their executives. If the dispute is unresolved after a reasonable time, it will be settled by binding arbitration before a single, mutually agreed arbitrator under the then-current rules of the American Arbitration Association, held in the non-filing Party's jurisdiction. Each Party bears its own costs and the Parties split the arbitrator's fee. The arbitrator may not award punitive or non-compensatory damages, or any damages excluded or capped by this Agreement. Either Party may seek injunctive or other equitable relief in court to protect its Confidential Information or Intellectual Property Rights.

12.6 Severability. If any provision is held invalid or unenforceable, it is severed and the rest of this Agreement remains in effect.

12.7 Waiver. Waiving one breach, or failing to exercise a right, does not waive any other breach or prevent exercising that right later.

12.8 Entire Agreement. This Agreement, together with its SOWs and exhibits, is the complete and final agreement between the Parties on its subject matter and supersedes all prior representations, communications, and agreements.

12.9 Counterparts. This Agreement may be signed in counterparts, including by electronic signature, which together form one instrument.

12.10 Headings. Headings are for convenience only and are not part of this Agreement.

Each Party, by its authorized representative below, has read and agrees to this Agreement as of the Effective Date.

| Company | Client |
|--|---|
| Density Labs LLC By: Federico Ramallo, CEO Date: _____ Address: 17350 State Hwy 249, Ste 220 #20807, Houston, TX 77064, US Email: federico@densitylabs.io | _____ By: _____ Title: _____ Date: _____ Address: _____ Email: _____ |

Exhibit B — Statement of Work: AI Diagnostic

To the Master Services Agreement between Density Labs, LLC (“Company”) and _____ (“Client”). Dated _____.

This SOW consists of this signature page and the following sections, which are incorporated into and made part of it: Overview; Scope of Work; Deliverables; Schedule; Client Responsibilities; and Fees and Payment.

By signing below (including by electronic signature), each Party confirms it has read and agrees to this SOW in its entirety.

| Company | Client |
|--|---|
| Density Labs LLC By: Federico Ramallo, CEO Date: _____ Address: 17350 State Hwy 249, Ste 220 #20807, Houston, TX 77064, US Email: federico@densitylabs.io | _____ By: _____ Title: _____ Date: _____ Address: _____ Email: _____ |

1. Overview

The AI Diagnostic is a fixed-scope, two-week engagement that assesses the current state of Client’s software and identifies where AI and modern engineering practices can reduce risk and accelerate delivery. It produces a clear, prioritized roadmap toward Client’s near-term goals, giving Client visibility and a concrete plan before committing to any larger implementation.

2. Scope of Work

During the engagement, Company will:

- Review the existing codebase, architecture, and infrastructure at a high level.
- Assess stability, security, and technical-debt risks, and rank them High / Medium / Low.
- Evaluate current test coverage and quality practices.
- Interview Client’s stakeholders and, where available, the current development team to understand how the product is built and used.
- Assess where AI-assisted (“agentic”) development and AI product features can be applied.
- Produce a prioritized, phased roadmap toward Client’s near-term objectives (for example, onboarding new clients, multi-tenancy, or specific features).

3. Deliverables

- A written Diagnostic Report covering current-state findings, the ranked risk register, and recommendations.
- A prioritized roadmap with phased recommendations and indicative sequencing.
- A live readout call to walk Client through the findings and answer questions.

4. Schedule (Two Weeks)

Week 1 — Discovery & Review. Kickoff and access (Days 1–2); codebase, architecture, security, and test-coverage review (Days 3–5).

Week 2 — Analysis & Roadmap. AI-readiness analysis and roadmap drafting (Days 6–8); report finalization and readout (Days 9–10).

Days are business days. The timeline assumes timely access and reasonable stakeholder availability.

5. Client Responsibilities

- Provide read access to the codebase, relevant infrastructure, and documentation.
- Make stakeholders available for short interviews, and the current developer where possible.
- Designate a Client Representative (per Section 3 of the MSA) to coordinate access and decisions.

6. Fees and Payment

Fixed fee: \$2,500 USD (founding-cohort pricing).

Payment: 50% on signing and 50% on delivery of the Diagnostic Report, by check, wire, or ACH, net fifteen (15) days.

Credit toward implementation: If Client executes an Implementation SOW within thirty (30) days of the readout, the full \$2,500 is credited toward the first implementation invoice.

Expiration: This SOW is void if not executed within ten (10) business days.

7. Assumptions and Out of Scope

- The diagnostic is an assessment and planning engagement. It does not include writing or shipping production code, remediation, or feature development; those are scoped under a separate Implementation SOW.
- Findings are based on the information and access made available during the two-week window.

If you can dream it, we can code it.