COUNTER-PROPOSAL V2 — UPDATED JUNE 8, 2026

Statement of Work

Deep Forest Labs × Dopple, Inc.

Effective Date: June 6, 2026

Client: Dopple, Inc. — Jersey City, NJ

Contractor: Deep Forest Labs, LLC

Duration: 18 months (through December 6, 2027)

Total Engagement: $882,000 + 6.00% equity

1. Scope of Services

Deep Forest Labs will serve as the primary engineering and product development team for Dopple over an 18-month engagement. This includes managing the Dopple codebase, building new product features, contributing to fundraising as technical experts, and operating as part of Dopple's leadership team.

1.1 In-Scope Activities

- Engineering solutions including those that leverage AI
- Product management for exceptional user experiences and new product concepts
- Core system maintenance to ensure uptime (10 hrs/week live ops)
- Backend database design for scalability
- Analytics, retention tooling, and conversion infrastructure
- Leadership team participation representing product
- Technical contribution to Dopple fundraising initiatives

> ⚠️ DFL is a development shop. User acquisition strategy, marketing spend, and campaign management are Dopple's responsibility. DFL builds the analytics and retention infrastructure.

2. Engagement Structure & Deliverables

> Monthly retainer of $49,000/month for 18 months ($882,000 total). Invoiced on the 1st of each month, payable net-15. Early completion of milestones does not reduce or terminate the retainer.

#	Phase / Deliverable	Timeline	Cash	Equity	Notes
1	**Stabilization & GTM Prep** DNS/hosting stabilization, homepage rebuild, GA/Clarity instrumentation, email flow fixes, payment	Months 1–3	$49,000/ mo ($147,000)	1.0% vests (monthly)	Covers original M1 + M3. Retainer model.

	fixes, round-up donation function, Pacific Clinics pilot support. Includes 10 hrs/week live ops.				
2	**Core Platform & Donor Portal** Analytics/retention tooling, conversion funnels, onboarding optimization, A/B testing infra. Full build of The Family Capital Foundation portal per v1.2 spec: 10 pages, Stripe + Chariot/ DAFpay, checkout round-up + tip, Pacific Clinics partner portal, automated reporting, "Let Dopple Allocate" AI feature. 10 hrs/ week live ops.	Months 4–9	$49,000/ mo ($294,000)	2.0% vests (monthly)	DFL builds infra, not UA. Donor portal scope per v1.2 spec (3x original).
3	**Grant Intelligence System** Full 4-stage AI pipeline: Discovery (API integrations), Scoring (AI eligibility analysis), Partner Matching (org→grant alignment), Application Drafting (AI + RAG pipeline). 4 dashboard views, inline doc editor. AI matching logic for core platform. 10 hrs/ week live ops.	Months 10–18	$49,000/ mo ($441,000)	3.0% vests (monthly)	Merges M5 + M6. API/AI costs are Dopple opex. Scope locked to spec.
–	**Live Operations & Polish** 10 hours/week production support, bug fixes, performance	All 18 months	Included in retainer	–	Hours don't roll over.

	optimization across all deployed systems.				
–	**Future Features** Anything beyond documented scope requires a new SOW with separate funding.	As needed	$175/hr (new SOW)	Per new SOW	Min 20-hr blocks.

3. Compensation

3.1 Cash Payment Terms

Component	Amount	Timing
Monthly Retainer	**$49,000/month × 18 months = $882,000**	Invoiced 1st of month, net-15
Change Orders	$175/hour (new SOW required)	Per new SOW
Late Payment Interest	1.5% per month	After net-15 due date

If payment is more than 30 days overdue, Contractor may pause all work until payment is received. Paused time does not extend contract duration. Early completion of milestones does not reduce or terminate the retainer — the full 18-month engagement is honored regardless of delivery pace.

3.2 Equity Terms

Component	Terms
Equity Grant	**6.00% of fully diluted capitalization**
Type	Stock Options (ISO if eligible, NSO otherwise)
Strike Price	Fair market value per 409A valuation
Vesting Schedule	Monthly over 18 months (0.333%/month). No cliff.
Acceleration	100% upon (a) Change of Control, or (b) termination without cause

3.3 Expenses

Pre-approved expenses reimbursed. Individual cap: $5,000. Aggregate cap: $25,000.

API and AI model costs (Instrumentl, OpenAI, etc.) are Dopple operating expenses, not Contractor expenses.

4. Term & Termination

Term	Details
Start Date	June 6, 2026
End Date	December 6, 2027 (18 months), renewable by mutual agreement
Cancellation Notice	**90 days' written notice**
Cancellation Fee	**One month's retainer ($49,000)** if Client terminates without cause
Equity on Termination	100% acceleration of unvested equity if Client terminates without cause
For-Cause Termination	Material breach uncured within 15 business days of written notice

> If Client terminates without cause: (a) payment through 90-day notice period, (b) $49K cancellation fee, (c) 100% equity acceleration, (d) pro-rata payment for WIP.

5. Intellectual Property & Confidentiality

5.1 Work Product

All work product created specifically for Dopple under this SOW is "work made for hire" — sole property of Dopple, Inc. Contractor assigns all rights, title, and interest.

5.2 Contractor Tools

> Contractor retains ownership of all pre-existing tools, frameworks, libraries, and methodologies developed independently ("Contractor Tools"). Where incorporated into deliverables, Dopple receives a non-exclusive license subject to a licensing fee.

The licensing fee amount, scope of licensed tools, and usage terms will be documented in a separate **Contractor Tools License Agreement** executed concurrently with this SOW. If this SOW terminates, the license continues so long as Dopple pays the licensing fee.

5.3 Confidentiality

Mutual confidentiality. Both parties agree to maintain confidentiality of all non-public information. Obligations survive termination for 3 years. Both parties shall execute a mutual NDA as a companion document.

6. General Provisions

- **Independent Contractor.** Contractor is not an employee, agent, or partner of Dopple.
- **Taxes.** Contractor responsible for all federal, state, and local taxes.
- **Governing Law.** State of New Jersey.
- **Amendments.** Modifications must be in writing, signed by both parties.
- **Milestone Review.** Client has 5 business days to accept or provide feedback. No response = deemed accepted.
- **Entire Agreement.** This SOW constitutes the entire agreement between the parties.

7. Signatures

Dopple, Inc.

Lisa Marino, CEO & Co-Founder

Date

Deep Forest Labs, LLC

Luke Litman, Managing Partner

Date