

# Harper-Hofer Tax Master AI

## Engagement Agreement Harper Hofer and Associates | Jeff Moore

Client	Developer	Payment	Agreement Reference
Harper Hofer and Associates	Jeff Moore	Check payable to Jeff Moore	See Appendix A

**Review with legal counsel before signature. Technical feasibility, vendor access, security approvals, and real-data handling are express conditions of the work.**

This Engagement Agreement ("Agreement") describes the proposed development engagement between Harper Hofer and Associates ("Client") and Jeff Moore and associated development team ("Developer") for the Harper-Hofer Tax Master AI application ("TaxMaster AI" or "Application").

This Agreement is tied to the online proposal and demo at <https://demo.hh-taxmaster.com/v2/proposal>. The proposal and demo are used as business and visual references for the work. If there is any conflict between the proposal/demo and this Agreement, this Agreement controls.

This is a business draft and should be reviewed by legal counsel before signature.

## 1. Project Purpose

TaxMaster AI is intended to give Harper Hofer and Associates a familiar FileCabinet-style workflow while using SharePoint as the underlying storage system. The initial goal is to reduce disruption to the current UltraTax and FileCabinet process while improving document organization, retrieval, filing confirmation, and future extensibility.

The Application is not intended to replace UltraTax, SharePoint, SurePrep, TaxCaddy, SafeSend, or other third-party systems. It is intended to create a better workflow layer around those systems where technically feasible.

## 2. Phase I Scope

Phase I focuses on a practical FileCabinet replacement experience for UltraTax-generated return documents and related attachments.

### Included Phase I Work

**Developer will use commercially reasonable efforts to design and build the following:**

- A familiar client-centered user interface for locating clients, tax years, returns, and attachments.
- Client search and filtering by available identifiers such as client ID, client name, partner, entity, return type, or similar metadata.
- A FileCabinet-style document listing experience that stays close to the current user workflow where practical.
- A workflow for sending or printing supported UltraTax-generated documents into TaxMaster AI.
- Routing of supported return documents into the appropriate TaxMaster AI client folder based on agreed mapping rules.
- Support for saving supported UltraTax return attachments to the relevant client or return location.
- File naming and metadata fields where practical, including return date, amount paid, notes, "paper filed" notes, client ID, return type, and other agreed filing identifiers.
- Initial handling strategy for entity returns and K-1 routing, including cases where an entity client ID differs from the individual recipient.
- Initial handling strategy for new clients, duplicate client prevention, amended returns, changed client IDs, renamed files, moved SharePoint files, and low-confidence matches.
- Documentation of known limitations, assumptions, and unsupported cases.

- Security-conscious design for future beta use, including authentication planning, role/permission planning, audit-event planning, and AI/data-use guardrails.

## Phase I Acceptance Criteria

Phase I will be considered complete when the delivered pilot reasonably supports the following outcomes, subject to the technical limitations identified during implementation:

- Users can initiate a supported UltraTax-to-TaxMaster AI filing workflow.
- Supported return documents can be routed to the correct client folder using agreed mapping logic.
- Supported attachments can be stored in the appropriate client location.
- K-1 routing behavior is implemented where technically feasible or clearly documented with known limitations.
- The client list and document listing interface follows the agreed initial design direction.
- SharePoint storage behavior, if included in Phase I, is implemented or documented according to the agreed technical approach.
- Known limitations for password-protected files, changed client IDs, amended returns, new clients, renamed files, and moved files are documented.
- Future Phase II items are clearly separated from Phase I deliverables.

## 3. Phase II Scope

Phase II extends the pilot into a deeper connected workflow after Phase I is reviewed and approved.

### Expected Phase II work may include:

- Microsoft Graph / SharePoint writeback prototype.
- Human-confirmed document routing workflow.
- Expanded metadata and folder mapping.
- Audit-event model for preview, upload, classification, movement, and SharePoint writeback actions.
- Deployment hardening and beta-readiness improvements.
- Additional security review before any real client data is used.

Specific Phase II features may be adjusted based on Phase I findings, vendor access, SharePoint constraints, UltraTax environment constraints, and Client priorities.

## 4. Excluded Unless Separately Agreed

### The following are not included unless added by written change order or updated statement of work:

- Full production migration of historical FileCabinet or SharePoint documents.
- Full SharePoint file explorer replacement.
- Full return status tracking or firm management dashboard.
- Role-based filtering beyond initial planning.
- GoSystem integration.
- SafeSend integration.
- SurePrep or TaxCaddy production integration.
- Automatic detection or download of new SafeSend files.
- Custom desktop agent, virtual print driver, or installed Windows service beyond an agreed prototype.
- Formal penetration testing, SOC 2 work, cybersecurity certification, or legal compliance certification.
- Legal, tax, accounting, or regulatory advice.
- Any guarantee that UltraTax, FileCabinet, SharePoint, SurePrep, TaxCaddy, SafeSend, or another vendor will support a specific integration path.

## 5. Fees and Payment

Payment will be made by check.

**Checks should be made payable to:** Jeff Moore.

### Project Fees

- Startup Fee: \$995 due upon execution of this Agreement. This fee covers initial work already completed, discovery, scope alignment, kickoff, and setup work. The startup fee is credited toward Phase I.
- Phase I: \$5,000 total value. After applying the \$995 startup credit, the remaining Phase I balance is \$4,005.
- Phase II: \$5,000 due after Phase I delivery and approval, before Phase II begins unless otherwise agreed.
- Total build cost: \$10,000.

### Payment Timing

- \$995 due upon signature to begin the engagement.
- \$4,005 due upon Phase I delivery and approval.
- \$5,000 due before Phase II begins or as otherwise agreed in writing.

Invoices are due within 7 calendar days. Developer may pause work for unpaid invoices.

## 6. Estimated Timeline

**The target timeline is:**

- Startup: Begins after signed Agreement and startup payment.
- Phase I: Target completion within 30 days after signed Agreement and startup payment.
- Phase II: Target completion within 30 days after Phase I approval and Phase II authorization/payment.
- Maintenance: May begin 30 days after Phase II completion and approval if Client selects a maintenance plan.

Timeline depends on timely Client feedback, vendor access, test data, SharePoint access, UltraTax environment access, and technical feasibility.

## 7. Optional Maintenance

Maintenance begins only if selected by Client after Phase II completion and approval.

- Basic - \$95/month: Scheduled updates and routine app health checks. No user support included.
- Standard - \$250/month: Basic support plus up to 2 hours/month of support or small feature work.
- Premium - \$995/month: Standard support plus up to 8 hours/month of support or additional development.

Unused monthly hours do not roll over unless agreed in writing.

## 8. Estimated Third-Party Costs

Third-party costs are separate from Developer's fees and may include hosting, database, AI/OCR, Microsoft, vendor API, domain, monitoring, or other usage-based costs.

**Current estimates for a small beta/pilot are:**

- Application hosting: \$40 to \$150/month.
- App database and metadata storage: \$25 to \$125/month.
- Optional AI, OCR, document intelligence, or API usage: \$25 to \$200/month.

SharePoint is expected to remain the primary document storage system and is assumed to be covered by Client's existing Microsoft 365 environment. Final costs depend on usage, security requirements, selected vendors, and production scale.

## 9. Client Responsibilities

**Client will provide:**

- A primary project contact and decision-maker.
- Timely feedback and approvals.
- Test data or sanitized sample documents.
- Confirmation of the actual UltraTax and Thomson Reuters remote environment.
- Access to the appropriate SharePoint test site or document library if SharePoint work is included.
- Microsoft 365 tenant/admin support when Entra ID, SharePoint, or Microsoft Graph work is required.
- Vendor contacts or admin access for UltraTax, SurePrep, TaxCaddy, SafeSend, or related systems if integrations are requested.
- User roles, client ownership rules, partner/client mappings, and file naming preferences.
- Written approval before any real taxpayer data, client PII, or confidential client documents are used.

If Client access, vendor access, test data, or decisions are delayed, the timeline may be extended.

## 10. Security, Compliance, and AI Use

Security is a core requirement. However, Developer is not providing legal, tax, accounting, cybersecurity certification, or regulatory compliance advice. Client remains responsible for its professional obligations, client confidentiality obligations, written information security plan, and final compliance decisions.

Before any real taxpayer data or client confidential information is used, the parties should approve a written real-data pilot plan.

### The Application should be designed to align with the following principles:

- AICPA professional standards and confidentiality expectations.
- The AICPA Small Firm Generative Artificial Intelligence Policy principles provided by Client.
- IRS Publication 4557 taxpayer data safeguards.
- FTC Safeguards Rule concepts for protecting customer information.
- Client's internal policies, including any AI, confidentiality, data protection, and information security policies.

AI features, if used, must remain human-reviewed. AI should not make or finalize tax return filings, professional judgments, client-facing decisions, advisory recommendations, or compliance conclusions without human review and approval by Client's qualified personnel.

Client confidential information, tax returns, tax IDs, Social Security numbers, financial information, workpapers, engagement letters, passwords, or regulated data should not be uploaded to public generative AI tools unless Client provides explicit written approval and the use is consistent with Client policy, engagement terms, and applicable professional standards.

Developer will use commercially reasonable efforts to design AI-related workflows around data minimization, access control, human review, and documented limitations.

## 11. Technical Limitations and No Overpromise

Client understands that several important parts of this project depend on third-party systems outside Developer's control.

### Developer does not guarantee that:

- UltraTax will expose direct APIs or support the exact desired print/save workflow.
- FileCabinet behavior can be perfectly replicated.
- SharePoint mapped drives will behave consistently inside the Thomson Reuters remote environment.
- Microsoft Graph will solve all file-path or virtual desktop limitations.
- K-1s can always be routed automatically to the correct individual recipient.
- Password-protected PDFs can always be previewed, classified, searched, split, or processed.
- Moved, renamed, amended, or re-ID'd client files can always be matched automatically.
- SurePrep, TaxCaddy, SafeSend, GoSystem, or other vendor systems will provide required API access or licensing.
- AI/OCR classification will be perfect or appropriate for filing without human review.

Where a feature is not technically feasible within the agreed scope, Developer will document the limitation and recommend a practical alternative, workaround, or future scope item.

## 12. Change Requests

Any work outside this Agreement requires written approval. Developer may provide an estimate before beginning out-of-scope work.

Examples of change requests include additional integrations, expanded dashboards, production migration, custom installed software, major AI automation, major SharePoint restructuring, large data cleanup, or material changes to the approved workflow.

## 13. Acceptance

At the end of each phase, Developer will provide the deliverables for Client review. Client will either approve the phase or provide a written list of reasonable in-scope issues.

If Client does not provide written feedback within 5 business days after delivery, the phase may be treated as accepted for invoicing and scheduling purposes.

Minor in-scope defects will be addressed as part of phase closeout. New features or major revisions will be handled as change requests.

## 14. Ownership

After full payment, Client will own the custom deliverables created specifically for Client under this Agreement, excluding Developer's pre-existing tools, templates, methods, reusable components, generic code, workflows, know-how, and third-party materials.

Developer may reuse general methods, patterns, non-confidential components, and know-how, provided Developer does not disclose Client confidential information or taxpayer data.

Third-party software and services remain subject to their own licenses and terms.

## 15. Confidentiality

Both parties agree to protect confidential information using reasonable care. Confidential information includes non-public business information, client information, tax documents, credentials, system access details, software code, security information, pricing, and project materials.

Confidential information may be used only to perform this Agreement. Confidentiality does not apply to information that is public, independently developed without confidential information, or rightfully received from another source without restriction.

## 16. Warranty, Liability, and Professional Responsibility

Developer will perform the work in a professional manner and use commercially reasonable efforts to deliver the agreed scope.

Developer does not warrant that the Application will be error-free, uninterrupted, immune from third-party outages, or compatible with every future vendor or environment change.

For 30 days after acceptance of each phase, Developer will correct reproducible in-scope defects that materially prevent the accepted deliverable from operating as described. This does not include new features, third-party outages, vendor changes, Client environment changes, unsupported systems, or issues caused by unauthorized changes.

Client remains responsible for all tax, accounting, filing, review, supervision, confidentiality, AI-use, and compliance decisions.

To the maximum extent permitted by law, Developer's liability under this Agreement is limited to fees paid to Developer for the phase giving rise to the claim. Developer is not liable for indirect, incidental, consequential, special, punitive, lost-profit, data-loss, business-interruption, or third-party-vendor damages.

## 17. Termination

Either party may terminate this Agreement with 14 days' written notice.

Upon termination, Client will pay for work completed, approved expenses incurred, and authorized non-cancelable commitments through the termination date. Developer will provide reasonable handoff materials for paid work completed through the termination date.

## 18. Independent Contractor

Developer is an independent contractor and is not an employee, partner, joint venturer, or agent of Client.

## 19. Signatures

Harper Hofer and Associates

**Authorized signer:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

Jeff Moore

**Authorized signer:** Jeff Moore

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

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

## Appendix A - Agreement Reference

The following website proposal and demo are incorporated as visual and business context for this Agreement:

<https://demo.hh-taxmaster.com/v2/proposal>

If the proposal/demo and this Agreement conflict, this Agreement controls.

## Appendix B - Reference Materials

The parties should consider the following materials before real-data beta or production use:

- AICPA Small Firm Generative Artificial Intelligence Policy provided by Client.
- AICPA Code of Professional Conduct and confidentiality expectations.
- IRS Publication 4557, Safeguarding Taxpayer Data.
- FTC Safeguards Rule guidance.
- Client's internal AI, confidentiality, data protection, and information security policies.