Master Services Agreement — Sovereign & Steward

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This Master Services Agreement (this "MSA") is between **Prospectr Marketing Inc (DBA Prospectr Digital)**, a Minnesota corporation with offices at 3508 W 22nd St, Minneapolis, MN 55416 ("Prospectr"), and the customer identified on the first Order Form executed under this MSA ("Customer"). Each may be referred to as a "Party" and together as the "Parties."

This MSA establishes the master commercial framework under which Customer may purchase one or more Sovereign deployments and/or Steward subscriptions from Prospectr from time to time, each on the commercial terms of an Order Form referencing this MSA.

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1. Incorporation of standard policies

The following policies are incorporated into this MSA by reference and form part of it:

- **Terms of Service (ToS)** — https://sovereign.prospectrdigital.com/terms
- **Acceptable Use Policy (AUP)** — https://sovereign.prospectrdigital.com/aup
- **Privacy Policy** — https://sovereign.prospectrdigital.com/privacy
- **Data Processing Agreement (DPA)** — https://sovereign.prospectrdigital.com/dpa

The Parties may, by signing the DPA as a standalone document, execute the DPA outside the MSA — that execution is incorporated here.

Order of precedence

In the event of conflict:

1. A fully executed Order Form (for the engagement it covers).
2. This MSA.
3. The DPA (as to Personal Data processing).
4. The ToS.
5. The AUP.
6. The Privacy Policy.

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2. Order Forms

2.1. Purpose

Each engagement under this MSA is documented by an Order Form. The Order Form specifies the Services, fees, term, scope, deliverables, and any negotiated deviations from this MSA, the ToS, the AUP, or the DPA.

2.2. Form

Order Forms may be executed by handwritten signature, electronic signature (DocuSign, Documenso, Adobe Sign, or equivalent), or click-through acceptance through the Services console. Each method constitutes a valid signature under the E-SIGN Act and UETA as adopted in Minnesota.

2.3. Two product lines

Product	What it covers	Pricing
Sovereign	Customer-hosted deployment of the agent runtime in Customer's AWS, GCP, or Azure account	One-time deployment fee + monthly retainer (rates per Order Form)
Steward	Prospectr-hosted managed skills library	Monthly subscription tiers (Starter $500, Growth $1,500, Pro $2,500), plus optional Enterprise SLA add-on (+$1,999/mo) and custom skill development ($250/hr). LLM tokens and infrastructure pass through at Prospectr's wholesale agency rate.

Both product lines may be combined in a single Order Form or purchased separately.

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3. Term and renewal

3.1. MSA Term

This MSA begins on the Effective Date and continues until terminated under Section 12. The MSA remains in force as long as any Order Form is active.

3.2. Order Form Term

Unless an Order Form states otherwise, the initial term of each Order Form is **twelve (12) months** from the activation date, and **automatically renews** for successive twelve-month terms unless either Party gives the other written notice of non-renewal at least **thirty (30) days** before the end of the then-current term.

3.3. Self-serve Steward subscriptions

Steward subscriptions purchased through the self-serve checkout default to **month-to-month**, billed monthly in advance. Customer may cancel at any time from the console; cancellation is effective at the end of the current billing cycle.

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4. Fees, billing, and payment

4.1. Fees

Fees are stated in the Order Form. Where the Order Form references the public pricing page, the prices in effect on the activation date apply for the initial term; renewal pricing is the prices in effect on the renewal date, with notice as set out in Section 4.5.

4.2. Billing cycle

- **Subscription fees** are billed monthly in advance.

- **Pass-through fees** (LLM tokens, infrastructure costs, custom skill hours) are billed monthly in arrears.
- **One-time fees** (deployment fees, custom skill projects) are invoiced as set out in the Order Form (typically 50% on signature, 50% on go-live, or as otherwise agreed).

4.3. Payment terms

- Subscription fees auto-charged via Stripe on the billing cycle date.
- Order-Form invoices not paid via Stripe: **NET-15 from invoice date**.
- Past-due amounts accrue interest at **1.5% per month** or the maximum allowed by law, whichever is lower.
- Customer is responsible for all applicable taxes other than taxes on Prospectr's net income.

4.4. Suspension for non-payment

Prospectr may suspend the Services if any undisputed amount is more than **fifteen (15) days past due**, after written notice and a five-day opportunity to cure. Suspension does not relieve Customer of payment obligations.

4.5. Annual price increase

Prospectr may increase subscription fees on renewal by giving Customer at least **sixty (60) days' written notice** before the renewal date. If the increase exceeds **CPI + 5%**, Customer may terminate the affected Order Form for convenience effective on the renewal date by giving notice within fifteen (15) days of Prospectr's notice.

4.6. Disputed fees

Customer must notify Prospectr in writing of any disputed invoice within **thirty (30) days** of the invoice date, with reasonable detail. The Parties will work in good faith to resolve the dispute. Customer must pay all undisputed amounts when due.

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5. Confidentiality

Each Party may receive non-public information from the other ("Confidential Information"), including the terms of this MSA and any Order Form, pricing, product roadmap, security architecture, Customer Data, and any information marked confidential or that a reasonable person would understand to be confidential.

The receiving Party will:

- use the Confidential Information solely to perform under this MSA;
- protect the Confidential Information with at least the degree of care it uses for its own Confidential Information of like importance, but no less than a reasonable degree of care;
- limit disclosure to its employees, contractors, advisors, and sub-processors (each subject to confidentiality obligations no less protective than this Section 5) who have a need to know;
- not use the Confidential Information for any competitive purpose.

Confidentiality obligations survive for **three (3) years** after termination of the last Order Form. Trade secrets are protected for as long as they qualify as trade secrets under applicable law.

Exclusions: information that is or becomes publicly known through no fault of the receiving Party, independently developed without use of the Confidential Information, lawfully received from a third party without a confidentiality obligation, or required to be disclosed by law (with prior notice to the disclosing Party where allowed).

6. Intellectual property

6.1. Prospectr owns the platform

Prospectr retains all right, title, and interest in and to the Services, the agent runtime, the skills library, the Documentation, the Prospectr marks, and any modifications, derivatives, or improvements (including those suggested or contributed by Customer, subject to Section 6.4 (Feedback)).

6.2. Customer owns Customer Data, Inputs, and Outputs

As between the Parties, Customer owns and retains all right, title, and interest in and to Customer Data, Inputs, and Outputs. Customer grants Prospectr a non-exclusive, worldwide, royalty-free license to host, process, transmit, copy, display, and modify Customer Data, Inputs, and Outputs solely as necessary to provide and improve the Services, comply with law, and respond to support requests.

6.3. No-training pledge; derivative training data

Prospectr will not, and will not permit any Third-Party Provider to, use Customer Inputs or Outputs to train any generative AI model used to provide the Services or any other product, without Customer's express, opt-in written consent.

Customer-exclusive ownership of derivative training data. Customer retains exclusive ownership of all derivative training data arising from Customer Inputs and Outputs. Prospectr does **not** receive a license to fine-tune or train on Customer Inputs or Outputs absent Customer's express, opt-in written consent.

Prospectr may use **de-identified, aggregated data** derived from the Services to operate, secure, and improve the Platform, provided such data does not identify Customer or Customer's end users. **Customer may opt out** of this aggregated-data use by sending written notice to legal@prospectrdigital.com at no additional fee. This carve-out does not permit sale of aggregated data to third parties.

6.4. Feedback

Customer may, but is not required to, provide feedback, suggestions, or recommendations to Prospectr. Prospectr may use feedback for any purpose, including improving the Services, without obligation or compensation to Customer.

6.5. License grant to Customer

Subject to this MSA and the applicable Order Form, Prospectr grants Customer a **non-exclusive, non-transferable, non-sublicensable license** to access and use the Services during the term solely for Customer's internal business purposes, and, in the case of Sovereign, to install and run the licensed software in Customer's own cloud account in accordance with the Documentation.

7. Warranties

7.1. Mutual

Each Party represents and warrants that it has full power and authority to enter into and perform under this MSA, and that performance will not breach any other agreement to which it is a party.

7.2. Prospectr's service warranty

For each Order Form, during the subscription term, Prospectr warrants that the Services will perform **materially in accordance with the Documentation**. Prospectr's sole obligation, and Customer's exclusive remedy, for breach of this warranty is to use commercially reasonable efforts to correct the non-conformance, or, if Prospectr cannot do so within thirty (30) days of written notice, to terminate the affected Order Form and refund prepaid, unused fees for the affected Service.

7.3. AI-output disclaimer

The Services use generative AI. Outputs are probabilistic. Prospectr does **not** warrant the accuracy, completeness, originality, non-infringement, or fitness-for-purpose of any Output. Customer is responsible for verifying Outputs before consequential use.

7.4. Customer warranty

Customer warrants that (a) Customer has the right to provide Customer Data, Inputs, and any third-party data Customer integrates into the Services, (b) Customer's use of the Services complies with the AUP and applicable law, and (c) Customer has obtained all consents and provided all notices required for the processing Customer instructs.

7.5. Disclaimer

EXCEPT AS EXPRESSLY SET OUT IN THIS SECTION 7, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND PROSPECTR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

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8. Indemnification

8.1. By Prospectr

Prospectr will defend Customer against any third-party claim that the Services, as provided by Prospectr and used by Customer in accordance with this MSA, **infringe a U.S. patent, registered copyright, or trademark or misappropriate a trade secret**, and will pay damages and reasonable costs finally awarded against Customer (or paid in settlement approved by Prospectr).

Prospectr's obligations are conditioned on (i) prompt written notice of the claim, (ii) Prospectr's sole control of defense and settlement, and (iii) Customer's reasonable cooperation.

If a covered claim is asserted or appears likely, Prospectr may, at its option: (a) procure a license, (b) modify the Services to be non-infringing, or (c) terminate the affected Order Form and refund prepaid, unused fees.

Prospectr has no obligation for claims arising from (i) Customer Data, Inputs, or Outputs, (ii) Customer modifications, (iii) combination with non-Prospectr products or data not contemplated by the Documentation, (iv) use in violation of the AUP or applicable law, or (v) use of unsupported or beta features.

8.2. By Customer

Customer will defend Prospectr against any third-party claim arising out of:

(a) Customer Data, Inputs, or Outputs, or any third-party data Customer integrates into the Services; (b) Customer's breach of the AUP, this MSA, an Order Form, or applicable law (including data-protection, anti-spam, and consumer-protection law); (c) Customer's combination of the Services with non-Prospectr products or data not contemplated by the Documentation; (d) Customer's use of Outputs in any specific application or decision (including reliance on Outputs as professional advice);

and will pay damages and reasonable costs finally awarded against Prospectr (or paid in settlement approved by Customer).

Prospectr's obligations to receive Customer's defense are conditioned on (i) prompt written notice, (ii) Customer's sole control of defense and settlement (provided no settlement may impose a non-monetary obligation on Prospectr without Prospectr's consent), and (iii) Prospectr's reasonable cooperation.

8.3. Sole remedy

The remedies in this Section 8 are the sole and exclusive remedies for third-party claims of the kind described.

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9. Insurance

During the term and for two (2) years after, Prospectr will maintain the following minimum insurance:

- **Commercial General Liability** — $1,000,000 per occurrence / $2,000,000 aggregate.
- **Professional Liability / Errors & Omissions (with cyber endorsement)** — $1,000,000 per claim / $1,000,000 aggregate.
- **Cyber Liability (privacy & network security)** — $1,000,000 per claim.
- **Workers' Compensation** — at statutory minimums.

On written request, Prospectr will provide a certificate of insurance evidencing the foregoing.

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10. Limitation of liability

10.1. Excluded damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. Liability cap

EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS MSA AND ALL ORDER FORMS WILL NOT EXCEED **THE FEES PAID OR PAYABLE BY CUSTOMER TO PROSPECTR UNDER THE AFFECTED ORDER FORM IN THE TWELVE (12) MONTHS** IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.3. Exceptions

The exclusions and caps in this Section 10 do not apply to: (i) breach of Section 5 (Confidentiality), (ii) breach of Section 6.1–6.3 (Intellectual Property and No-training pledge), (iii) the indemnification obligations under Section 8, (iv) Customer's payment obligations, (v) gross negligence, willful misconduct, or fraud, or (vi) liability that cannot be limited under applicable law.

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11. Force majeure

Neither Party is liable for failure or delay in performance (other than payment) caused by events beyond reasonable control, including acts of God, war, terrorism, riot, civil unrest, governmental action, embargo, labor dispute, power or telecommunications failure, internet failure, cloud-provider or model-provider outage, pandemic, or natural disaster. The affected Party will give the other prompt notice and use reasonable efforts to resume performance.

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12. Termination

12.1. Termination of an Order Form

- **For convenience at end of term** — as set out in Section 3.2.
- **For cause** — either Party may terminate an Order Form immediately on written notice if the other Party (i) materially breaches the Order Form, this MSA, the ToS, the AUP, or the DPA, and fails to cure within **fifteen (15) days** of written notice (or, for breach of the AUP that poses imminent risk to the Services or other Customers, immediately), or (ii) becomes insolvent, makes an assignment for the benefit of creditors, or has a bankruptcy proceeding commenced against it.

12.2. Termination of the MSA

This MSA terminates automatically when no Order Form is in effect, unless the Parties expressly agree to keep it in effect.

12.3. Effect of termination

On termination of an Order Form:

- Customer must stop using the affected Services;
- Customer must pay any outstanding fees through the termination date;
- the DPA's data return/deletion provisions (DPA §10) apply;
- the surviving sections of this MSA (1, 4.2 (last sentence), 4.6, 5, 6, 8, 9, 10, 11, 12.3, 13, 14) survive.

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13. Dispute resolution and governing law

This MSA is governed by the laws of the **State of Minnesota**, without regard to its conflict-of-laws principles. The dispute-resolution procedure (informal negotiation, binding AAA arbitration in Hennepin County, Minnesota, class-action waiver, thirty-day opt-out, equitable-relief carve-out) is set out in Sections 13.2–13.6 of the ToS and applies to disputes under this MSA, except that disputes between sophisticated enterprise customers and Prospectr documented in an Enterprise Order Form may, by mutual agreement, be litigated in the state or federal courts located in Hennepin County, Minnesota in lieu of arbitration.

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14. General

- **Entire agreement.** This MSA, together with all Order Forms, the ToS, AUP, DPA, and Privacy Policy, constitutes the entire agreement between the Parties as to its subject matter and supersedes all prior or contemporaneous agreements, communications, and proposals on that subject.
- **Amendment.** This MSA may be amended only by a writing signed by both Parties. Standard policies (ToS, AUP, Privacy Policy) may be updated as described in those policies.
- **Severability.** If any provision is held unenforceable, the remaining provisions remain in effect.
- **Waiver.** No waiver is effective unless in writing. Failure to enforce a right is not a waiver of future enforcement.
- **Assignment.** Customer may not assign this MSA or any Order Form without Prospectr's prior written consent (not unreasonably withheld), except to an affiliate or to a successor in a merger, acquisition, or sale of substantially all its assets. Prospectr may assign this MSA in connection with a merger, acquisition, or sale of substantially all its assets, with notice to Customer.
- **Notices.** Notices to Prospectr must be sent to **legal@prospectrdigital.com**, with a copy to the address on the cover. Notices to Customer will be sent to the designated notice address in the Order Form (or, failing that, the email address on file).
- **Relationship.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, fiduciary, or employment relationship.
- **No third-party beneficiaries.** This MSA does not create rights in anyone other than the Parties.
- **Counterparts; electronic signature.** This MSA and any Order Form may be executed in counterparts, including by electronic signature, each of which is an original and all of which together constitute one instrument. Customer agrees that clicking "I agree," signing via e-signature, or otherwise affirmatively assenting through the Services constitutes a valid signature under the E-SIGN Act and UETA.

Signature block

Prospectr Marketing Inc (DBA Prospectr Digital):

Signed: _____ ***Name: Travis Piepho Title: Founder & CEO Date:*** _____

Customer:

Signed: _____ ***Name:*** ____ *Title:* _____ ***Entity:*** ____ Date: ________

Order Form template (Exhibit A — reference)

> The following template is provided for convenience. Each engagement uses an Order Form materially in the form below.

Order Form #____

Effective Date: ___

Customer: __ ***Customer billing contact:*** __ · __ *(email)* ***Customer technical contact:*** __ · ___ (email)

Service(s): ☐ Sovereign Deployment ☐ Steward Subscription ☐ Custom Skill Development ☐ Enterprise SLA Add-on

Sovereign deployment (if applicable): - Target cloud: ☐ AWS ☐ GCP ☐ Azure - Region: __ - *One-time deployment fee: $*__ - Monthly retainer: $__ - *Activation date:* __

Steward subscription (if applicable): - Tier: ☐ Starter ($500) ☐ Growth ($1,500) ☐ Pro ($2,500) ☐ Custom - Number of skills enabled: _ ***- Enterprise SLA add-on:*** ☐ ***Yes (+$1,999/mo)*** ☐ ***No - LLM token and infrastructure pass-through: as billed monthly in arrears at Prospectr wholesale agency rate - Activation date:*** ______

Custom skill development (if applicable): - Skill description: ___ - Estimated hours: _ ***@ $250/hr - Estimated total: $*__** **- Delivery target:** _______

Aggregated-data opt-out (MSA §6.3): ☐ Customer opts out of de-identified aggregated-data use (no fee change) ☐ Customer does not opt out (default)

Term: ☐ 12 months auto-renew ☐ Month-to-month (Steward self-serve only) ☐ Other: ___

Notice address for this Order Form: - Prospectr: legal@prospectrdigital.com - Customer: ___

Signatures. This Order Form is governed by the Master Services Agreement between the Parties dated ___ and incorporates the ToS, AUP, DPA, and Privacy Policy by reference.

Prospectr: _____ **Date:** __

Customer: _____ **Date:** __