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Master Subscription Agreement — Sovereign & Steward

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This Master Subscription Agreement (this "MSA") is between **Prospectr Marketing Inc** (DBA **Prospectr Digital**), a Minnesota corporation founded in 2006, 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."

Tagline: *Every Channel. One Team. Engineered for Performance.*

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.

1. Incorporation of standard policies

The following Prospectr 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.

1.1. Order of precedence

In the event of conflict, the documents apply in the following order (controlling first):

1. **DPA** (highest — controls Personal Data processing conflicts; required by Data Protection Laws to override).
2. A fully executed **Order Form** (for the engagement it covers).
3. This **MSA**.
4. The **AUP**.
5. The **Privacy Policy**.

SOWs and Statements of Work (however captioned), if any, are incorporated into the Order Form they reference. In any conflict between an SOW and this MSA, this MSA controls except for the commercial terms expressly negotiated in the SOW.

2. Order Forms and SOWs

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. A Statement of Work attached to an Order Form may detail deliverables, milestones, acceptance criteria, and pricing, and is governed by the Order Form to which it is attached.

2.2. Form

Order Forms may be executed by handwritten signature, electronic signature (Documenso, DocuSign, Adobe Sign, or equivalent), or click-through acceptance through the Services console. Each method constitutes a valid signature under the **E-SIGN Act (15 U.S.C. §7001 et seq.)** and the **Uniform Electronic Transactions Act (UETA)** as adopted in Minnesota.

2.3. Two product lines

Product	What it covers	Pricing
Sovereign (own-it tier)	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 (managed tier)	Prospectr-hosted managed skills library, multi-tenant SaaS	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.

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.

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 at Prospectr's wholesale agency rate.
- **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 are 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.

4.7. Performance-based pricing (PPL) and money-back guarantees

Where an Order Form designates a service as Pay-Per-Lead ("PPL") or as carrying a money-back guarantee (such as Prospectr's published Autopilot 60-day guarantee or a campaign-specific commitment):

- the qualifying-lead definition, payment terms, exclusion criteria, and dispute window are set out in the Order Form;
- guarantee refunds are issued in the form originally paid, within thirty (30) days of approval;

- the guarantee is Customer's sole and exclusive remedy for failure to meet the performance commitment for the period covered by the guarantee.

5. Customer responsibilities

5.1. Acceptable use

Customer's use of the Services is governed by the AUP, which is incorporated by reference. A material breach of the AUP is a material breach of this MSA.

5.2. Accuracy of information

Customer warrants that information provided to Prospectr (billing, contacts, scope) is accurate and current, and that Customer has the right to provide all Customer Data, Inputs, and any third-party data Customer integrates into the Services.

5.3. Authorized Users

Customer is responsible for the acts and omissions of its Authorized Users as if Customer itself had taken those actions, including compliance with this MSA, the AUP, and applicable law.

6. Privacy and data processing

6.1. DPA

To the extent Prospectr processes Personal Data on Customer's behalf, the DPA applies and is incorporated into this MSA. The DPA controls in any conflict with this MSA on matters of Personal Data processing.

6.2. Privacy Policy

The Privacy Policy describes Prospectr's processing of Personal Data as a controller (e.g., of Customer's own authorized-user contact data) and applies to all visitors and users of the Services.

6.3. Customer instructions

Customer's configuration of the Services (including selected skills, schedules, retention settings, integrations, and written support instructions) constitutes Customer's documented instructions to Prospectr for purposes of Data Protection Laws.

7. Intellectual property

7.1. Prospectr owns the platform

Prospectr retains all right, title, and interest in and to the Services, the agent runtime, the Steward skills library, the Sovereign deployment artifacts, the Documentation, the methodologies, processes, know-how, and the Prospectr marks (including "Sovereign," "Steward," "Prospectr," and "Prospectr Digital"), and any modifications, derivatives, or improvements (including those suggested or contributed by Customer, subject to Section 7.4 (Feedback)).

7.2. 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. This license terminates on termination of the affected Order Form, except as needed for the data return / deletion window in the DPA.

7.3. No-training pledge; aggregated-data opt-out

Prospectr will not, and will not permit any Third-Party Provider to, use raw 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.

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.

7.4. 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.

7.5. 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. The license is revocable on termination as set out in Section 12.

8. Confidentiality

8.1. Definition and obligations

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 8) 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.

8.2. Data return on termination

The DPA §10 governs return or deletion of Customer Personal Data on termination, including the **sixty (60) day** post-termination export window for Steward.

8.3. Exclusions

Confidentiality obligations do not apply to information that is or becomes publicly known through no fault of the receiving Party, was independently developed without use of the Confidential Information, was lawfully received from a third party without a confidentiality obligation, or is required to be disclosed by law (with prior notice to the disclosing Party where allowed).

9. Warranties

9.1. 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.

9.2. 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.

9.3. 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.

9.4. 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 (including anti-spam, data-protection, consumer-protection, and AI-specific laws), and (c) Customer has obtained all consents and provided all notices required for the processing Customer instructs.

9.5. Disclaimer

EXCEPT AS EXPRESSLY SET OUT IN THIS SECTION 9, 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.

10. Indemnification

10.1. 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.

10.2. 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).

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

10.3. Sole remedy

The remedies in this Section 10 are the sole and exclusive remedies for third-party claims of the kind described.

11. 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.

12. Limitation of liability

12.1. 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.

12.2. 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.

12.3. Exceptions

The exclusions and caps in this Section 12 do not apply to: (i) breach of Section 8 (Confidentiality), (ii) breach of Sections 7.1–7.3 (Intellectual Property and No-training pledge), (iii) the indemnification obligations under Section 10, (iv) Customer's payment obligations, (v) gross negligence, willful misconduct, or fraud, or (vi) liability that cannot be limited under applicable law.

13. 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. If a force-majeure event prevents performance for more than ninety (90) consecutive days, either Party may terminate the affected Order Form on written notice without further liability except for fees accrued through the termination date.

14. Termination

14.1. 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 that is not dismissed within sixty (60) days.

14.2. 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 for future engagements.

14.3. 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, including the sixty (60) day post-termination export window for Steward;
- the surviving sections of this MSA — **1, 4.2 (last sentence), 4.6, 7, 8, 10, 11, 12, 13, 14.3, 15, 16** — survive in accordance with their terms.

15. Dispute resolution and governing law

15.1. Governing law

This MSA is governed by the laws of the **State of Minnesota**, without regard to its conflict-of-laws principles.

15.2. Informal resolution

Before initiating a formal proceeding, the Parties will attempt in good faith to resolve any dispute through informal negotiation between executives with authority to bind their respective Parties for at least **thirty (30) days** after one Party gives the other written notice of the dispute.

15.3. Arbitration

If informal resolution fails, **any unresolved dispute will be finally resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules**, conducted in **Minneapolis, Minnesota**, before a single arbitrator. Judgment on the award may be entered in any court of competent jurisdiction.

15.4. Class action waiver

Both Parties waive any right to bring or participate in a class, collective, or representative action against the other.

15.5. Arbitration opt-out

Customer may opt out of Sections 15.3 and 15.4 by sending written notice to **legal@prospectrdigital.com** within **thirty (30) days** of the date Customer first signs an Order Form or otherwise accepts this MSA. The notice must identify Customer, Customer's account, and a clear statement of opt-out.

15.6. Equitable relief carve-out

Notwithstanding Sections 15.3 and 15.4, either Party may seek injunctive or equitable relief in a court of competent jurisdiction in **Hennepin County, Minnesota** to protect its intellectual property or Confidential Information, and the Parties consent to the personal jurisdiction and venue of those courts for that purpose.

15.7. Enterprise litigation election

Disputes between sophisticated enterprise customers and Prospectr documented in an Enterprise Order Form may, by mutual written agreement set out in the Order Form, be litigated in the state or federal courts located in **Hennepin County, Minnesota** in lieu of arbitration. In that case Sections 15.3–15.5 do not apply to that dispute.

16. 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; material changes will be communicated at least thirty (30) days in advance.
- **Severability.** If any provision is held unenforceable, the remaining provisions remain in effect, and the unenforceable provision will be reformed to the minimum extent necessary to make it enforceable while preserving the Parties' intent.
- **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 under common control 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. Any purported assignment in violation of this Section is void.
- **Notices.** Notices to Prospectr must be sent to **legal@prospectrdigital.com**, with a copy to **Prospectr Marketing Inc, Attn: Legal, 3508 W 22nd St, Minneapolis, MN 55416, USA**. Notices to Customer will be sent to the designated notice address in the Order Form (or, failing that, the email address on file).
- **Independent contractors.** 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.
- **U.S. government rights.** The Services are "commercial items" as defined in FAR 2.101 and DFARS 252.227-7014(a)(1). U.S. government end-users acquire only those rights set out in this MSA.
- **Export.** Customer will not export or re-export the Services in violation of U.S. export control laws (EAR), sanctions (OFAC), or other applicable trade-control laws.
- **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:** _____

Exhibit A — Order Form Template

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) selected: Sovereign Deployment Steward Subscription Custom Skill Development Enterprise SLA Add-on Performance-Based (PPL)

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:** _____

Performance-based / PPL terms (if applicable): - Qualifying-lead definition: __ - *Per-lead price:* \$__ - Volume floor / ceiling: __ - *Dispute window:* __ business days - Guarantee: 60-day money-back guarantee None Custom: _____

Aggregated-data opt-out (MSA §7.3): 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 Subscription Agreement between the Parties dated _____ and incorporates the ToS, AUP, DPA, and Privacy Policy by reference. In any conflict, the order of precedence in MSA §1.1 controls.

Prospectr: _____ **Date:** __

Customer: _____ **Date:** __

Contact

Prospectr Marketing Inc (DBA Prospectr Digital) 3508 W 22nd St Minneapolis, MN 55416 USA (612) 293-0179 info@prospectrdigital.com · legal@prospectrdigital.com <https://b2bprospectrleads.com>

Every Channel. One Team. Engineered for Performance.