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MASTER SERVICE AGREEMENT
(MSA #01)

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This Master Service Agreement (the "Agreement") is entered into as of [Effective Date] (the "Effective Date"), by and between:

[Your Company Name / Entity] ("Service Provider"),
having a principal place of business at [Your Address],

AND

[Client Company Name] ("Client"),
having a principal place of business at [Client Address].

Service Provider and Client may individually be referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Service Provider operates proprietary lead generation, data enrichment, and artificial intelligence prospecting infrastructure; and

WHEREAS, Client desires to retain Service Provider to execute automated lead generation, email verification, scoring, and prospect outreach services on behalf of Client, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES & STATEMENTS OF WORK

1.1 Scope of Services. Service Provider shall perform lead generation, contact verification, AI-driven data enrichment, and outreach campaign management services (collectively, the "Services") as detailed in this Agreement and any executed Statement of Work ("SOW") referencing this Agreement.

1.2 Exclusivity of SOWs. Each SOW executed under this Agreement shall detail specific operational parameters, target account criteria (Ideal Customer Profile / ICP), delivery schedules, and performance targets. In the event of a conflict between the terms of this Agreement and any SOW, the terms of this Agreement shall control unless the SOW explicitly overrides a specific clause of this Agreement.

2. COMPENSATION, RETAINER & PERFORMANCE FEES

2.1 Monthly Base Retainer. Client agrees to pay Service Provider a recurring, non-refundable base retainer of \$[Amount] per month ("Base Retainer"). The Base Retainer is due on the first (1st) calendar day of each billing cycle, prior to the initiation or continuation of lead generation, enrichment, and outreach operations for that cycle. The Base Retainer covers system infrastructure maintenance, data acquisition, AI enrichment processing, and ongoing system management.

2.2 Performance Fees. In addition to the Base Retainer, Client shall pay Service Provider a performance fee of \$[Amount] ("Performance Fee") for every Qualified Lead Meeting generated by Service Provider's system and successfully scheduled on Client's calendar during the billing cycle.

2.3 Definition of a Qualified Lead Meeting. A lead shall be deemed a "Qualified Lead Meeting" triggering a Performance Fee if the prospect meets all of the following criteria at the time of the scheduled meeting:

- (a) Decision-Maker Authority: The prospect holds an approved target role title (e.g., VP, Director, C-Suite, Owner) within the target organization.

- (b) Company Profile: The prospect's organization fits the agreed Ideal Customer Profile (ICP), defined as [Target Company Size / Revenue / Tech Stack criteria].
- (c) Attendance & Engagement: The prospect attends the scheduled video conference or telephone call for a minimum of fifteen (15) minutes, or fails to attend due to a no-show after confirming the calendar invitation.
- (d) Verified Contact Data: The prospect's email deliverability and contact details have been validated by Service Provider's verification protocol prior to calendar dispatch.

2.4 Meeting Audit & Dispute Resolution. Service Provider shall deliver a weekly ledger of all booked meetings. Client shall have five (5) business days from the date of meeting delivery to dispute a lead's qualification status by submitting written notice with specific documentation showing non-conformance with Section 2.3. If no written dispute is received within five (5) business days, the meeting shall be conclusively deemed a Qualified Lead Meeting and approved for invoicing. Disputed leads resolved in Client's favor will not incur a Performance Fee.

2.5 Invoicing & Payment Terms. Performance Fees shall be invoiced [Bi-weekly / Monthly] in arrears. Client agrees to pay all undisputed Performance Fee invoices within seven (7) calendar days of invoice receipt. Late payments shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower. Service Provider reserves the right to pause lead dispatch and enrichment pipelines if any invoice remains unpaid past its due date.

3. PROPRIETARY RIGHTS & DATA OWNERSHIP

3.1 Service Provider Intellectual Property. Service Provider retains sole and exclusive ownership of all proprietary algorithms, fine-tuned AI models, site-scan scrapers, lead-scoring pipelines, database schemas, and software interfaces used to deliver the Services. Nothing in this Agreement transfers ownership of Service Provider's underlying technology or workflows to Client.

3.2 Lead Data License. Upon full payment of applicable fees, Client receives a non-exclusive, non-transferable, perpetual license to use delivered lead contact details and enriched company insights solely for Client's internal sales and marketing operations.

3.3 Restrictions on Data Resale. Client shall not sell, lease, sublicense, syndicate, or redistribute the delivered lead data, site-audit findings, or enriched outputs to any third party or competing lead generation entity.

4. CONFIDENTIALITY

4.1 Definition of Confidential Information. "Confidential Information" means all non-public information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

4.2 Obligations. Receiving Party shall protect Disclosing Party's Confidential Information with the same degree of care it uses for its own confidential data (but not less than reasonable care), shall not use Confidential Information for any purpose outside the scope of this Agreement, and shall limit access to employees, contractors, and agents who need access for performance purposes under bound confidentiality terms.

5. REPRESENTATIONS, WARRANTIES & COMPLIANCE

5.1 Service Provider Warranty. Service Provider warrants that Services will be performed in a professional manner in accordance with commercial standards and that all delivered lead emails will undergo

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATEMENT OF WORK (SOW #01)
Lead Generation Campaign

Effective Date: [Date]
Master Service Agreement Date: [Date of signed MSA]
Client Name: [Client Company Name]
Service Provider: [Your Company Name / Entity]

This Statement of Work ("SOW") is entered into pursuant to and incorporates all terms and conditions of the Master Service Agreement ("MSA") executed between Client and Service Provider. In the event of any conflict between this SOW and the MSA, the MSA shall govern unless explicitly stated otherwise herein.

1. CAMPAIGN OBJECTIVES & SCOPE OF SERVICES

Service Provider will deploy its proprietary AI marketing engine, data enrichment pipelines, and outbound sequence orchestration to generate verified, high-intent sales opportunities for Client.

The scope of execution includes:

- Target Account Scrape & Enrichment: Automated site auditing, tech stack footprint detection, and contact discovery.
- Contact Deliverability Verification: Real-time RFC syntax, DNS MX, and mailbox health checks.
- AI Sequence Personalization: Dynamic content block insertion and multi-variant (A/B/n) messaging generated via fine-tuned models.
- Lead Scoring & Qualification: Real-time scoring using Service Provider’s 30-feature Random Forest pipeline.
- Calendar Dispatch & Meeting Delivery: Routing qualified prospects directly to Client’s designated sales calendars.

2. IDEAL CUSTOMER PROFILE (ICP) & TARGET FILTER CRITERIA

All leads prospected and meetings booked under this SOW must strictly align with the following criteria to qualify for performance fee billing:

Parameter	Approved Target Profile
Geography	United States, Canada, United Kingdom [Adjust as needed]
Target Industries	[e.g., B2B SaaS, HealthTech, FinTech, Logistics]
Company Size	[e.g., 20-250 Employees / \$5M-\$50M ARR]
Decision-Maker Titles	VP of Sales, Chief Marketing Officer, Head of Growth, CEO, Founder
Tech Stack Requirements	[e.g., Must use HubSpot, Salesforce, or custom React/Node web stack]
Exclusions / Blacklist	Existing Client accounts, active opportunities, and direct competitors as listed in Exhibit A.

3. COMPENSATION & PAYMENT TERMS

In accordance with Section 2 of the MSA, Client agrees to the following hybrid compensation structure for this SOW:

3.1 Monthly Base Retainer

Amount: \$[Amount] / month (Non-refundable)
Billing Frequency: Invoiced on the first (1st) of each calendar month, due upon receipt prior to sequence dispatch.
Includes: Infrastructure compute costs, domain health monitoring, enrichment API usage, and ongoing A/B sequence optimization.

3.2 Performance Fee per Qualified Lead Meeting

Amount: \$[Amount] per Qualified Lead Meeting
Qualification Standard: Must meet all Section 2 ICP parameters above AND Section 2.3 criteria of the MSA (Decision-Maker authority, 15+ minute attendance or confirmed no-show, verified deliverability).
Billing Frequency: Invoiced [Bi-weekly / Monthly] in arrears. Due within seven (7) calendar days of invoice.

4. TECHNICAL DEPENDENCIES & CLIENT OBLIGATIONS

The initiation and performance of the Services are contingent upon Client completing the following onboardings within five (5) business days of SOW execution:

- Calendar Authorization: Provide API access or direct booking links (e.g., Calendly, HubSpot Meetings) for up to [Number] Client sales representatives.
- Domain/DNS Delegation: Assist in setting up dedicated secondary sending domains and secondary SPF/DKIM/DMARC records to safeguard Client’s primary domain reputation.
- CRM / Suppression List Access: Supply an initial blacklist of current customers, active pipeline deals, and opt-out records to prevent duplicate outreach.
- Collateral & Value Proposition Context: Complete the initial ICP intake questionnaire covering core product pain points, case studies, and common sales objections.

5. SERVICE LEVELS & TIMELINE MILESTONES

Milestone / Phase	Estimated Window	Deliverable
Phase 1: Onboarding & Setup	Days 1-5	DNS domain warm-up, calendar API integration, suppression list ingestion.
Phase 2: Data & Sequence Pipeline	Days 6-10	Site scan enrichment, LLM prompt variant generation, score threshold.
Phase 3: Sequence Launch	Day 11	Initial outbound dispatch, real-time A/B bandit engine activation.
Phase 4: Ongoing Optimization	Days 12-30+	Weekly meeting ledger delivery, lead quality audit, model

retraining.

6. SOW TERM & TERMINATION

This SOW shall commence on the Effective Date and remain active for an initial term of [3 / 6 Months] ("SOW Initial Term"). Following the SOW Initial Term, this SOW shall automatically renew on a month-to-month basis unless either Party provides thirty (30) days' prior written notice of non-renewal in accordance with the MSA.

IN WITNESS WHEREOF

The Parties hereto have executed this Statement of Work through their authorized representatives as of the Effective Date written above.

SERVICE PROVIDER:

CLIENT:

[Your Company Name]

[Client Company Name]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____