

MASTER SERVICES AGREEMENT (MSA)

This Master Services Agreement ("Agreement") is entered into as of **[Effective Date]** ("Effective Date"), by and between: **Arvoan Ltd** (officially registered in Finland as Arvoan Oy, Business ID: 3286668-5), a company registered in Finland, with its principal place of business in Raasepori, Finland ("Consultant"), and **[Client Company Name]**, a company registered in **[Client Jurisdiction]**, with its principal place of business at **[Client Address]** ("Client").

The Consultant and the Client may be referred to individually as a "Party" and collectively as the "Parties."

1. Structure of the Agreement

1.1. Order Forms: This Agreement governs the general terms and conditions under which the Consultant will provide Revenue Architecture services to the Client. The specific details of each engagement (e.g., Sprint type, pricing, deliverables, and timelines) will be specified in one or more separate "Order Forms" or "Statements of Work (SOWs)" executed by both Parties.

1.2. Precedence: In the event of any conflict between this Agreement, an Order Form, or the Data Processing Agreement (DPA), the DPA shall prevail regarding data privacy matters, and the Order Form shall prevail regarding project-specific scope and fees.

2. Services and Delivery

2.1. Fixed-Scope Sprints: The Consultant provides deployment-ready data architecture and strategic consulting delivered in fixed-scope, fixed-fee sprints (e.g., "The Signal Foundation," "The Activation Engine," "The Expansion Engine").

2.2. Independent Contractor: The Consultant is an independent contractor. This Agreement does not create an employer-employee relationship, partnership, or joint venture. The Consultant does not provide staff augmentation, hourly labor, or general engineering capacity outside the explicit scope of the applicable Order Form.

2.3. The "Zero-Risk" Standard: All data modeling and architectural work performed directly in the Client's data warehouse (e.g., Snowflake, BigQuery) will be executed within an isolated schema (e.g., revenue_architecture_metrics). The Consultant shall not execute DROP, DELETE, or equivalent destructive commands on the Client's production data pipelines.

3. Client Obligations

3.1. Access and Cooperation: The Client agrees to provide timely access to the necessary personnel, documentation, and technical systems (e.g., scoped read-only API access or Service Accounts for the data warehouse and CRM) required for the Consultant to perform the Services.

3.2. Delay: If the Client fails to provide necessary access or feedback within the agreed timelines, the delivery schedule of the fixed-scope sprint may be delayed accordingly without penalty to the Consultant.

4. Fees, Payment, and Guarantees

4.1. Fixed Fees: The Client shall pay the Consultant the fixed project fees set forth in the applicable Order Form. All fees are exclusive of applicable Value Added Tax (VAT), which shall be added to the invoice if applicable.

4.2. Invoicing and Payment Methods: Unless otherwise specified in the Order Form:

- For 1-week sprints (e.g., The Signal Foundation), 100% of the fee is due upfront. The Client agrees to pay this fee via secure electronic payment link (e.g., Stripe via Credit Card or SEPA) upon signing to secure the deployment slot.
- For 4-week Engine sprints, fees are billed 50% upfront to secure the slot and 50% upon the final Handover session.
- For traditional invoices not paid via instant payment link, invoices are due within fourteen (14) days of the invoice date. The Consultant will provide a paid tax receipt for any electronic payments.

4.3. The Satisfaction Guarantee: Engagements conclude with a "Transfer of Ownership" session. If the provided technical specifications, dbt models, or business logic are not clear for the Client's team to execute, the Consultant will refine them immediately at no additional cost until clarity is achieved.

4.4. The Signal Discovery Guarantee (The Safety Valve): For 4-week Engine sprints, Week 2 consists of a Data Readiness Audit. If the Consultant determines that the Client's data lacks a statistically significant correlation to revenue or retention, the Consultant will trigger this guarantee. The Consultant will terminate the sprint, retain a fixed €4,500 Audit Fee for the baseline validation work performed, refund the remaining balance of the project fee, and provide the Client with a forensic roadmap detailing the tracking gaps to be fixed.

5. Intellectual Property (IP)

5.1. Client IP: The Client retains 100% ownership of its Confidential Information, raw data, product telemetry, and business plans. The Client shall exclusively own all specific output data, predictive scores, and populated tables generated within their data warehouse as a result of the Services.

5.2. Consultant IP: The Consultant retains all ownership and intellectual property rights to its pre-existing frameworks, methodologies, documentation templates, and proprietary or open-source data models (e.g., the growthcues-core dbt package).

5.3. License Granted: Upon full payment of the applicable fees, the Consultant grants the Client a perpetual, worldwide, non-exclusive, royalty-free license to use, modify, and maintain the specific code, dbt models, and technical specifications deployed into the Client's systems during the engagement for the Client's internal business purposes.

5.4. Generalized Learnings & Feedback: The Consultant is in the business of providing data architecture services to multiple clients. Nothing in this Agreement shall prevent the Consultant from using generalized knowledge, skills, ideas, concepts, and know-how (including generalized code snippets or architectural patterns) developed or refined during the engagement, provided such use does not incorporate or reveal the Client's Confidential Information or Personal Data. The Consultant may freely use any voluntary feedback provided by the Client to improve its proprietary tools without obligation.

6. Confidentiality and Data Protection

6.1. Confidential Information: "Confidential Information" means any non-public business, technical, or financial information disclosed by one Party to the other. Both Parties agree to hold each other's Confidential Information in strict confidence and use it solely for the purposes of this Agreement.

6.2. Data Processing Agreement (DPA): The processing of any Personal Data contained within the Client's systems (e.g., product telemetry containing end-user IDs or emails) is governed exclusively by the Consultant's Data Processing Agreement (DPA), which outlines the Consultant's Zero-Trust local encryption protocols and API data handling procedures.

7. Limitation of Liability

7.1. Cap on Liability: To the maximum extent permitted by applicable law, neither Party's total aggregate liability arising out of or related to this Agreement (whether in contract, tort, or otherwise) shall exceed the total amount paid or payable by the Client to the Consultant under the specific Order Form giving rise to the claim.

7.2. Exclusion of Indirect Damages: Under no circumstances shall either Party be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, loss of revenue, or loss of data, even if advised of the possibility of such damages.

8. Term and Termination

8.1. Term: This Agreement commences on the Effective Date and remains in effect until terminated.

8.2. Termination for Convenience: Either Party may terminate this Agreement at any time with thirty (30) days' prior written notice, provided that any active Order Forms shall continue to completion unless otherwise agreed.

8.3. Termination for Cause: Either Party may terminate this Agreement or an active Order Form immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within fourteen (14) days of receiving notice.

9. Miscellaneous

9.1. Governing Law & Jurisdiction: This Agreement and any dispute arising from it shall be governed by and construed in accordance with the laws of **Finland**, without regard to its conflict of law principles. Any disputes shall be submitted to the exclusive jurisdiction of the courts of Helsinki, Finland.

9.2. Entire Agreement: This Agreement, together with any Order Forms and the DPA, constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements regarding the subject matter.

9.3. Electronic Signatures: The Parties agree that this Agreement may be executed electronically. Electronic signatures shall have the same legal validity and enforceability as handwritten signatures.

SIGNATURES

By signing below, the authorized representatives of the Parties agree to be bound by this Master Services Agreement.

For the Client [Client Company Name]:

Signature: _____

Name: _____

Title: _____

Date: _____

For the Consultant (Arvoan Ltd):

Signature: _____

Name: Toni Ruokolainen

Title: B2B Revenue Architect

Date: _____