Master services agreement

This agreement governs diagnostics, remediation and ongoing data governance purchased through the Institutional Catalog Program. An order becomes binding when signed by the Provider's owner and the Client's authorized representative. A pilot order commits the Client only to the pilot.

Provider Hunter & Co. Workflow Consulting LLC, Franklin, Wisconsin

Client legal entity [full legal name] • MSA effective date [date of first signed order]

Provider notice email hunterrosskonopasek+hwc@gmail.com

Client notice email and address [email and mailing address]

1 Orders and changes

Each order identifies the parties, price, deliverables, source files and acceptance rules. A signed order controls its commercial scope. A change to these master terms must identify the affected section and be signed by both parties. Work, volumes or deadlines outside an order require a written change signed by both parties. Other programs, previously issued offers and signed orders retain their original terms unless expressly amended.

2 Source files and delivery

Client will provide files it has the right to share, the target schema, required fields, permitted values, manufacturing sources and a reviewer. Both parties will agree on secure transfer and delivery locations. Client will exclude personal data and regulated records unless a separate written data agreement covers them. Business days are Monday through Friday, excluding U.S. federal holidays. Delays in agreed inputs or decisions extend dependent dates by the actual delay.

3 Acceptance and correction

A delivery includes its manifest, input and output counts, and an exception list identifying records and reasons. Within five business days, Client will accept in writing or identify the affected row IDs and the unmet written checks. Provider will correct in-scope deviations at its expense and resubmit for the same review. Only documented acceptance releases a Phase 2 milestone invoice. An unresolved exception is billable only on the terms expressly approved by Client.

4 Billing

All prices are in U.S. dollars. Client pays applicable transaction taxes, excluding taxes on Provider's income. Each invoice references the signed order. Client pays undisputed invoiced amounts within 15 calendar days unless an order specifies advance payment. Client may dispute a line in writing with the reason and amount. The parties will reconcile it promptly. Issuing an invoice does not authorize a debit. Any automatic debit requires separate authorization.

Master terms continued

5 Confidentiality and handling

Each party will protect the other's confidential information with reasonable care, use it only for this engagement and limit access to personnel and service providers who need it and owe equivalent duties. The receiving party remains responsible for their handling. This excludes information lawfully public, already known, independently developed or lawfully obtained elsewhere. If disclosure is compelled, give prior notice when permitted and disclose only what is required.

Provider will use access controls and the agreed transfer method, promptly notify Client after learning of unauthorized access to Client files, and cooperate in containment. Within 30 days of termination or a written request, Provider will return or delete Client files, except records required by law and backups pending ordinary rotation. Retained copies remain protected. Provider may not publish Client data or use it to train models without Client's written consent.

6 Ownership and use

Client retains its source data. Upon payment for the applicable work, Client owns the cleaned catalog records and client-specific reports. Provider retains its pre-existing tools, methods and reusable schemas. The Phase 3 license covers only HWC-owned or sublicensable schema materials. Third-party specifications and client-specific mappings are excluded. Each party grants the other the limited rights needed to perform the order. Neither party may use the other's name or marks for publicity without written consent.

7 Service standard and liability

Provider will perform with reasonable care against the agreed mapping rules. Client validates suitability for downstream use, particularly technical attributes and product safety decisions. ROI estimates depend on stated assumptions. Neither party is liable for consequential damages or lost profits. Each party's aggregate liability under an order is capped at fees paid or payable under that order in the 12 months preceding the event. The cap and exclusions do not cover fraud, willful misconduct, amounts due for services, or liability that applicable law does not allow the parties to limit.

8 Term and disputes

Either party may terminate for material breach unresolved 15 calendar days after written notice describing the breach. On termination, the parties reconcile accepted work, earned subscription fees and unearned advances. Provider refunds unearned amounts within 15 calendar days. Confidentiality, ownership, accrued payment and liability terms survive. Confidentiality lasts three years after termination, and trade secrets remain protected while they qualify as such.

The parties are independent contractors. The signed order and this agreement form their entire agreement on its subject. Either party may sign in electronic counterparts. Notice is effective upon confirmed receipt at the notice email or address. Wisconsin law governs. The parties consent to exclusive jurisdiction in the state or federal courts serving Milwaukee County, Wisconsin. Each signatory confirms authority to bind its party.

Diagnostic pilot order

This order incorporates the master services agreement between Hunter & Co. Workflow Consulting LLC and [Client legal name], dated [date]. Complete the selections below before signing. The paid pilot is a standalone purchase.

Order ID [ID] • Client reviewer [name and email] • Billing contact [email]

Pilot selection

Select one	Catalog scope	Fixed pilot fee
[ ]	Up to 500 SKUs	$750 upfront
[ ]	Up to 1,000 SKUs	$1,500 upfront

Staffed start and due dates [dates] • Input files, brands and target schema [identify]

Sample output size and format [records and format] • Delivery location [location]

Required fields, checks and approved sources [specify or attach dated mapping sheet]

Deliverables and timing

Provider will audit the entire scoped input against the agreed target schema and deliver a field-level gap report, standardized sample records, a reconciliation and exception log, and an ROI projection. The projection will identify Client-supplied labor rates, volumes, baseline handling time and estimated savings. Mark unavailable inputs as assumptions or provide a range.

The fixed fee is payable in full via Stripe against this order. Delivery is due within five business days after both parties sign, payment clears and Provider receives usable agreed inputs. Provider will confirm the staffed start and delivery dates when executing the order and promptly identify any missing inputs. Section 3 governs review and correction.

Credit toward remediation

If both parties sign the combined remediation and governance order for the same scope within 14 calendar days after pilot delivery, 100% of the pilot fee paid is credited once toward Phase 2. Provider will show the pilot order ID, amount and credit on the Phase 2 invoice. A separate Phase 2 order also purchases 12 months of governance at $3,500–$10,000 per month and a one-time $3,500–$9,500 license.

Pilot authorization

Provider owner signature _____ Date _____

Printed name Hunter Konopasek Title Owner

Client authorized signature _____ Date _____

Printed name _____ Title _____

Remediation and governance order

This two-page order incorporates the master services agreement dated [date] between Hunter & Co. Workflow Consulting LLC and [Client legal name]. Signing commits Client to the remediation batch, the schema license and the 12-month governance term on the following page.

Order ID [ID] • Pilot order ID and delivery date [ID and date or none]

Buyer reviewer and billing contact [name and email] • Currency USD

Phase 2 scope and fixed pricing

Count each approved SKU once in one service tier. Identify the manifest, authorized sources, approved exceptions and added volume in writing. Base production starts at $15,000 before rush. A complex ERP or portfolio migration above 100,000 SKUs also requires the prepaid architecture workshop on page 6.

Service tier	Agreed quantity	Agreed unit price	Extended fee
Standard remediation	[count]	$[1.25–1.50]	$[amount]
Technical PDF, CAD or SDS extraction	[count]	$[1.75–2.75]	$[amount]

Input manifest and specs [version, formats, attributes, extraction sources and exclusions]

Due date [date] • Target turnaround [days] • Acceptance criteria [attach]

A rush turnaround under 10 calendar days uses an agreed surcharge of 35%–50% on affected line items. Affected lines, selected rate and fee are [lines, rate and dollars, or none]. Client and Provider must approve the rush date and price before work starts.

Deposit and milestone invoices

Gross batch fee [A] equals extended fees plus approved rush charges. Eligible paid pilot credit [B] applies once. Net batch fee [C] equals A less B, with a floor of zero. Any excess stays on this order as an unused credit for additional signed Phase 2 work in the same scope. Unused pilot credit has no cash value. The deposit is due before mobilization or supplier commitment and equals 50% of C, rounded up to the next cent when necessary. The remaining balance equals C less that deposit.

Gross $[A] • Pilot credit $[B] • Net $[C] • Deposit $[D] • Balance $[E]

Each accepted 5,000-SKU tranche, including a final partial tranche, releases an automated milestone invoice against this order. Allocate the balance by each tranche’s agreed gross line value as a share of total gross line value. Reconcile rounding on the final invoice. Reconcile rejected, removed or repriced records by signed change and adjust the deposit as needed. A zero balance releases no further charge.

Example only. At $1.50 each, 12,000 standard SKUs total $18,000. A $1,500 credit leaves $16,500. The deposit is $8,250. Accepted tranches of 5,000, 5,000 and 2,000 SKUs release $3,437.50, $3,437.50 and $1,375.00, respectively.

Invoices identify the brand, tier, quantity, rates, rush fees and allocated credits. Client handles any manufacturer co-op or market development fund claim. Reimbursement depends on the applicable program.

Governance and schema license

Continuation of remediation and governance order [ID]. These Phase 3 terms are part of the same commitment as Phase 2. Complete the service limits, fees and minimum total before either party signs.

Phase 3 service and start date

The 12-month initial term begins on Client's written acceptance of the final remediation milestone unless both parties sign a different start date. Provider invoices the selected retainer monthly in advance starting that day. The term expires after 12 months. Any extension requires a new signed order. Neither party has a convenience cancellation right during the initial term. The termination-for-breach provision in section 8 applies.

Provider will onboard new supplier price sheets, validate UOM and agreed attributes, and check incoming records for duplicates before release. Provider will deliver an exception queue for ambiguous matches, missing source values or conflicting evidence, and a monthly volume and QA report. Client will designate a reviewer to resolve source and mapping questions.

Brands and feeds covered [names] • Included monthly sheets and SKUs [limits]

Intake cadence and response window [cadence and business days]

Validation rules and thresholds [version] • Approval contact [name and email]

Provider will quote volume or change requests outside these limits in writing. Additional charges require a signed change order.

License and minimum commitment

For the selected one-time fee, Provider grants Client a perpetual, nonexclusive internal-use license to the delivered vertical schema version for the brands named above, effective on payment. Client may share it with service providers solely to operate Client's catalog under confidentiality obligations. Client may continue to use its delivered catalog and licensed schema after the subscription ends. Resale or sublicense for third-party catalogs requires a separate license.

Schema name and version [identify] • One-time fee invoiced at Phase 3 start $[3,500–9,500]

Monthly fee $[3,500–10,000] × 12 months = $[initial-term governance fees]

Phase 3 minimum including license $[total] • Phase 2 net plus Phase 3 $[total]

Authorization for Phases 2 and 3

The signatories approve the dated attachments, pricing, milestone schedule and 12-month commitment in this order. A payment instruction or purchase order alone does not change the signed scope.

Provider owner signature _____ Date _____

Printed name Hunter Konopasek Title Owner

Client authorized signature _____ Date _____

Printed name _____ Title _____

Architecture workshop order

Complete this separate order for a complex ERP migration or private-equity portfolio rollout covering more than 100,000 SKUs. Pay the $5,000 workshop fee before the session and before production mobilization. The separate production advance applies to the remediation batch.

Client legal name [name] • Master services agreement date [date]

Workshop order ID [ID] • Billing contact and service location [details]

Scope and reviewer

Source and destination systems, operating companies and product families [list]

Estimated distinct SKUs and authorized source file versions [count and references]

Buyer reviewer and HWC lead [names] • Confirmed session date [date]

Handoff and acceptance

HWC delivers a proposed category hierarchy, attribute and unit crosswalk, source precedence and exception rules, and a phased migration validation plan. The named reviewer checks the agreed product families and records decisions before any production work is authorized. Section 3 of the master agreement governs review and correction.

Scope or test schedule [attachment and version] • Handoff due [date]

Payment and authorization

The fee is $5,000, plus applicable tax, invoiced in full against the signed workshop order. The fee buys the scoped working session and written handoff. The parties sign a separate combined remediation and governance order for any production batch.

Provider owner signature _____ Date _____

Printed name Hunter Konopasek Title Owner

Client authorized signature _____ Date _____

Printed name _____ Title _____