

# Master Service Agreement

## Monarch Stack · Managed Automation Partnership

Effective Date: May 21, 2026

SERVICE PROVIDER ("PROVIDER")	CLIENT ("CLIENT")
<b>Monarch Stack</b>	<b>HoneyX</b>
Ratio, Chief Automation Officer (CAO)	Authorized Representative:
Managed Automation & AI Engineering	_____
Contact: WhatsApp (provided upon signing)	Email: _____
	Company (if applicable):
	_____

### §1 Scope of Services

Provider agrees to deliver managed AI influencer generation services ("PersonaGen Platform") to Client under the terms described herein. The service encompasses the full lifecycle of autonomous AI-generated content creation, from persona generation to autonomous social media distribution. AI model execution capabilities are integrated through designated third-party AI model aggregators and direct model providers (such as OpenAI, Anthropic/Claude, or similar platforms) suited to the specific workflows scoped for the Client.

#### 1.1 Core Deliverables

- **AI Persona Generation** — Creation of synthetic influencer identities including name, biography, visual appearance, and voice profile via the designated model aggregators and direct providers.
- **UGC Content Pipeline** — Automated generation of user-generated-style content including images, captions, hashtags, and posting schedules tailored to Client's brand.
- **Account Automation** — Programmatic creation and management of social media accounts for generated personas across agreed-upon platforms.

- **Analytics Dashboard** — Real-time metrics dashboard tracking engagement, reach, conversions, and persona performance.
- **Managed Infrastructure** — Dedicated server environment including container orchestration, DNS management, SSL certificates, CI/CD pipeline, and security hardening.
- **Ongoing Operations** — Continuous monitoring, maintenance, optimization, and support of all deployed systems per the selected Plan tier.

#### **Account Setup & Optional BYOK**

Client is strictly and mandatorily required to establish and fund their own accounts with the designated third-party AI aggregators or direct model providers (such as OpenRouter, OpenAI, Anthropic/Claude, etc.) or maintain active platform subscriptions required by the system. Client shall pay all token, usage, and subscription fees directly to these providers. Optionally, Client may choose to supply their own API keys ("BYOK Keys") for injection into the designated aggregator or direct provider settings. BYOK modifier eligibility and details are defined in §2 and Exhibit A.

## **1.2 Exclusions**

Unless separately agreed in writing, the following are excluded from this Agreement:

- Direct advertising spend or media buying on any platform
- Legal compliance review of generated content (Client bears sole and exclusive responsibility for verifying content compliance in their jurisdiction with FTC, FDA, and advertising regulations, including all medical, dietary supplement, and structure/function claims)
- Physical merchandise or product fulfillment
- All third-party API, token, subscription, and model consumption fees (which must be paid directly by Client to designated aggregators and direct providers)
- Provider bears no responsibility for third-party API costs, vendor-imposed rate limits, usage caps, subscription lapses, or service disruptions originating from Client-owned or funded aggregator or provider accounts

## §2 Service Plan & Pricing

Client selects one of the following Managed Plan tiers. The selected tier is indicated below and governs the service level for the duration of this Agreement.

	CORE	PRO	ULTRA
Monthly Fee	\$2,500/mo	\$5,000/mo	\$10,000/mo
Tweak Tickets	Unlimited	Unlimited	Unlimited
Feature Tickets	2 / month	Unlimited	Unlimited
System Tickets	1 / month	3 concurrent	5 concurrent
AI Personas	Up to 50	Unlimited	Unlimited
Platforms	2 included	All supported	All supported
Infrastructure	Shared	Shared	Dedicated instance
Support SLA	WhatsApp < 4hr	Priority < 2hr	Priority < 1hr
Ops Engineer	—	✓ Included	✓ Named resource
Custom Dev Hours	—	—	4 hrs/mo included
Monthly Ops Review	—	—	✓ Included

**Selected Plan:**  Starter (\$2,500/mo)     Scale (\$5,000/mo)     Growth (\$10,000/mo)

*Check one plan. All plans require Client to fund and maintain their own designated aggregator and direct provider accounts. The selected plan takes effect upon first payment.*

### 2.1 Ticket Definitions

- **Tweak Ticket:** Minor configuration change, copy update, styling adjustment, or parameter tuning. Typically completed within 24 hours.
- **Feature Ticket:** New functionality, integration, workflow automation, or significant enhancement requiring development work. Typically 2–5 business days.

- **System Ticket:** Large-scale infrastructure change, new service deployment, platform migration, or architectural work. Typically 1–3 weeks.

## 2.2 AI Model & Aggregator Fee Structure

All plans operate under a direct-pay structure. Client pays the exact token/usage costs directly to the designated third-party model aggregators and direct providers. Estimated consumption rates depend on the models chosen for Client's specific systems:

EXECUTION VERTICAL	BILLING BASIS	DIRECT PAYMENT RECIPIENT
Text & Chat Generation	Per 1M tokens (input/output)	Designated Aggregator or Direct Provider
Image & Thumbnail Generation	Per generated image	Designated Aggregator/Provider Media
Voice Clone & Text-to-Speech	Per character / cloned voice	Designated Aggregator/Provider Voice
Video Generation & Lip-Sync	Per second of generated video	Designated Aggregator/Provider Video

**Billing Transparency:** Client receives 100% cost transparency with zero markup from Provider. All third-party execution charges are billed directly by the respective platforms to the Client's registered payment method.

## 2.3 Annual Commitment Discount

Client may elect an annual commitment at signing, which reduces the monthly fee by fifteen percent (15%). Annual commitments are billed monthly at the discounted rate and are subject to the early termination provisions in §4.5.

*For organizations with high-volume AI operations, contact Provider for a custom Enterprise agreement with dedicated infrastructure, enhanced SLAs, and tailored pricing.*

### §3 Payment Terms

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1. **Billing Cycle:** Monthly, billed in advance on the same calendar date as the first payment.
2. **Payment Method:** Stripe subscription (automatic recurring charge). Client's payment link will be provided upon execution of this Agreement.
3. **Late Payment:** Invoices unpaid for more than seven (7) days after the due date may result in service suspension until the balance is settled. Provider will give forty-eight (48) hours written notice via WhatsApp before any suspension.
4. **Plan Changes:** Client may upgrade or downgrade their plan tier with thirty (30) days written notice. Upgrades take effect immediately; downgrades take effect at the start of the next billing cycle.
5. **No Setup Fee:** There is no one-time onboarding or setup fee. The monthly subscription covers all onboarding, infrastructure provisioning, and initial build.
6. **Suspension & Lock Release:** In the event of service suspension due to non-payment under §3.3, Provider shall automatically halt the automated content scheduling and rendering pipelines, and any regional or industry exclusivity locks reserved for Client shall be immediately released.

### §4 Term & Termination

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1. **Initial Term:** This Agreement commences on the Effective Date and continues on a month-to-month basis unless terminated as provided herein.
2. **Termination by Client:** Client may terminate this Agreement at any time with thirty (30) days written notice via WhatsApp or email. Services will continue through the end of the paid billing period.
3. **Termination by Provider:** Provider may terminate with thirty (30) days written notice if Client fails to cure a material breach within fifteen (15) days of notice.
4. **Effect of Termination:** Upon termination:
  - Provider will deliver all Client data, credentials, source code, and generated assets within fourteen (14) business days.
  - Infrastructure (servers, domains, DNS) will be maintained for thirty (30) days post-termination to enable Client migration, after which it will be decommissioned.

- Unused prepaid amounts for the current billing cycle are non-refundable, but no additional charges will be made.

5. **Prorated Refunds:** If Client terminates within the first fourteen (14) days of an annual commitment (if applicable), a prorated refund of unused months will be issued minus a 15% early-termination administrative fee.

## §5 Communication & Service Levels

CHANNEL	PURPOSE	RESPONSE SLA
WhatsApp	Primary — all project requests, updates, milestone reviews, credential delivery	< 4 hours (Starter) / < 2 hours (Scale)
GitHub	Technical — code changes, deployment history, issue tracking	< 24 hours

### 5.1 Availability

Provider maintains availability Monday through Friday, 9:00 AM – 7:00 PM ET. Critical infrastructure failures affecting production systems will be addressed within two (2) hours regardless of business hours.

### 5.2 Uptime Target

Provider targets 99.5% monthly uptime for all production infrastructure. Scheduled maintenance windows will be communicated at least 24 hours in advance via WhatsApp.

## §6 Onboarding & Project Timeline

The following timeline represents the standard onboarding sequence. Actual timelines may vary based on Client responsiveness and scope complexity.

PHASE	TIMELINE	KEY DELIVERABLES
Agreement & Payment	Days 1–2	Signed MSA, first Stripe payment, WhatsApp channel open
Brand Brief & Discovery	Day 3	Brand voice document, platform priorities, persona archetypes, niche selection

PHASE	TIMELINE	KEY DELIVERABLES
<b>Infrastructure</b>	Days 4–5	Dedicated VPS, EasyPanel, GitHub repo, Cloudflare DNS, SSL, security hardening
<b>PersonaGen Build</b>	Weeks 1–3	5-container stack, LLM gateway, media generation engine, content scheduler
<b>Distribution &amp; Automation</b>	Weeks 3–4	Proxy infrastructure, auto account creation, autonomous posting, engagement tracking
<b>Go-Live &amp; Handoff</b>	~Day 30	11-point smoke test, credential bundle, live walkthrough, first production post

## §7 Intellectual Property

- 1. Client-Owned Assets:** All AI-generated content (images, captions, personas, videos) created specifically for Client's brand are owned by Client upon payment. This includes persona identities, generated media, and brand-specific configurations.
- 2. Provider-Owned Platform:** The underlying PersonaGen platform, including its architecture, source code frameworks, automation pipelines, LLM prompt systems, and infrastructure tooling, remain the exclusive intellectual property of Provider.
- 3. Client Data:** Provider will host and process Client brand assets, product information, and account credentials solely for the purpose of delivering the contracted services. Client retains full ownership of all input data.
- 4. License Grant:** Provider grants Client a non-exclusive, non-transferable license to use the deployed platform for the duration of this Agreement. Upon termination, Client retains all generated assets but the platform license expires.

## §8 Confidentiality

- Both parties agree to maintain the confidentiality of all proprietary information exchanged during the term of this Agreement, including but not limited to: business strategies, pricing structures, technical architecture, credentials, API keys, and customer data.

2. Neither party shall disclose Confidential Information to any third party without prior written consent, except as required by law or to perform obligations under this Agreement.
3. Provider will not use Client's brand name, logos, or likeness in marketing materials, case studies, or public-facing content without prior written approval.
4. All credentials (API keys, server access, social media accounts) will be transmitted exclusively through encrypted channels (WhatsApp end-to-end encryption or equivalent).
5. **BYOK Key Handling & Liability:** When Client elects the BYOK option, Client-provided API keys ("BYOK Keys") will be stored in encrypted environment variables within Client's dedicated service instance and used exclusively for Client's service operations. Provider will not use BYOK Keys for any other purpose, client, or internal operation. BYOK Keys are rotatable by Client at any time. Client remains solely responsible for establishing billing alerts, consumption budget caps, and monitoring usage metrics directly within their respective third-party provider accounts to prevent budget overruns.
6. This confidentiality obligation survives termination of this Agreement for a period of two (2) years.

## §9 Limitation of Liability

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1. **Cap:** Provider's total aggregate liability under this Agreement shall not exceed the total fees paid by Client in the three (3) months immediately preceding the event giving rise to the claim.
2. **Exclusions:** In no event shall Provider be liable for indirect, incidental, consequential, special, or punitive damages, including lost profits, lost data, or business interruption, even if advised of the possibility of such damages.
3. **Platform Risk & Media Labeling:** Client acknowledges that social media platforms may suspend or ban AI-generated accounts at their discretion. Provider does not guarantee uninterrupted account persistence on any third-party platform. Client agrees to comply with all platform guidelines, including mandatory labeling disclosures for synthetic or AI-generated media (such as "AI Generated" or similar overlays), and agrees that Provider may programmatically apply these watermarks or indicators to generated outputs.

4. **Force Majeure:** Neither party shall be liable for delays or failures in performance resulting from causes beyond their reasonable control, including but not limited to: natural disasters, internet disruptions, third-party API outages, or changes in social media platform policies.

## §10 Data Security & Infrastructure

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1. All Client infrastructure is provisioned on isolated server instances. Ultra tier clients receive a dedicated, container-isolated instance separate from all other client workloads.
2. All data in transit is encrypted via TLS 1.3. All domains are proxied through Cloudflare with DDoS protection enabled.
3. Server access is restricted to Provider's authorized personnel via SSH key authentication. No password-based server access is permitted.
4. Client credentials and API keys — including any BYOK Keys provided by Client — are stored in encrypted environment variables, never committed to source code repositories. BYOK Keys are stored identically to Provider-managed credentials and are isolated to Client's service instance.
5. Automated daily database backups are maintained with a 30-day retention window.

## §11 General Provisions

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1. **Independent Contractor:** Provider is an independent contractor. Nothing in this Agreement creates an employment, partnership, or agency relationship.
2. **Entire Agreement:** This Agreement, including any attached Exhibits, constitutes the entire agreement between the parties and supersedes all prior discussions, proposals, or agreements.
3. **Amendments:** This Agreement may only be amended in writing signed by both parties, or via mutual written confirmation on the primary WhatsApp channel.
4. **Severability:** If any provision of this Agreement is held invalid, the remaining provisions shall continue in full force.
5. **Governing Law:** This Agreement shall be governed by the laws of the State of Georgia, United States, without regard to conflicts of law principles.

6. **Dispute Resolution:** Any disputes arising under this Agreement shall first be addressed through good-faith negotiation. If unresolved within thirty (30) days, disputes may be submitted to binding arbitration under the rules of the American Arbitration Association.

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**SERVICE PROVIDER**

**CLIENT**

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Signature

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Signature

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Printed Name: Ratio, CAO — Monarch Stack

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Printed Name

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Date

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Date

## EXHIBIT A — STATEMENT OF WORK

# Initial Project Scope: HoneyX

### A.1 Project Description

Design, build, and deploy an autonomous AI influencer generation system ("PersonaGen") for Client's e-commerce brand. The system will generate synthetic influencer personas, produce UGC-style content, and distribute it autonomously across social media platforms to drive organic engagement and conversions.

### A.2 Technical Architecture

COMPONENT	TECHNOLOGY	PURPOSE
Container Platform	EasyPanel + Docker	Service orchestration & isolation
AI Model Gateway	Multi-Aggregator Pipeline	LLM routing, model abstraction, optional BYOK key injection
Media Engine	Dynamic Media Pipeline	Avatar images, video generation, voice synthesis via designated providers
Automation	n8n (self-hosted)	Workflow orchestration & scheduling
CDN & Security	Cloudflare	DNS, SSL, DDoS protection, edge caching
Code Management	GitHub + CI/CD	Version control & automated deployment
Analytics	Custom dashboard	Real-time engagement & performance metrics

### A.3 API & Aggregator Account Configuration

**Account & Key Setup:** Client agrees to establish and fund accounts with the designated third-party model aggregators or direct providers prior to the Infrastructure phase (Days 4–5). Optionally, Client may choose to inject their own API keys ("BYOK Keys") into these accounts.

SERVICE VERTICAL	PURPOSE	ACCOUNT/KEY PROVIDER
Image & Video Generation	Avatar images, avatar videos, face-swap rendering	Client-Funded Account (Optionally BYOK Keys)
LLM Inference	Persona generation, social copy, workflow logic	Client-Funded Account (Optionally BYOK Keys)
Voice Synthesis	Voice cloning, text-to-speech rendering	Client-Funded Account (Optionally BYOK Keys)

#### A.4 Acceptance Criteria

The project shall be considered complete upon passing the following 11-point smoke test:

All containers healthy and auto-restarting on failure

DNS resolving correctly for all project domains

SSL certificates valid and auto-renewing

AI persona generation producing consistent, brand-aligned output

Content scheduler posting on the defined cadence

Analytics dashboard receiving and displaying live engagement data

Proxy infrastructure routing traffic without detection

Auto-posting verified on at least one platform

Client credential bundle delivered via encrypted channel

Live walkthrough completed with Client

First production content posted successfully