

Master Services Agreement

This document should be read in its entirety including linked information. It sets out the terms under which you use Credivera Services. Some of the clauses in this Master Services Agreement may affect the way you use the Services or the way in which you deal with TerraHub Technologies Inc.

TerraHub Technologies Inc. conducts business as Credivera.

Contact Details support@credivera.com

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General Enquiries: info@credivera.com

Website: <https://credivera.com/>

THIS AGREEMENT is made between TerraHub Technologies Inc ("**Credivera**") and Company (the "**Customer**"), on **date of Stripe invoice transaction** (the "**Effective Date**").

Deployment Services, Onboarding, Setup and Fees

(Referred to as APPENDIX "A" in Master Terms)

1. DEPLOYMENT SERVICES and DEPLOYMENT FEES

1.1 Deployment Service (which services shall include all services set out in the table below) shall commence on the Effective Date. If applicable the customer shall pay the deployment fees set forth in this Appendix "A" to Credivera ("**Deployment Fees**") in accordance with the Master Terms, and:

- (a) Customer will be billed the Deployment Fees on the Effective Date. Any additional Deployment Services required (not set forth below) will be added as an addendum to this Appendix A.
- (b) Credivera reserves the right to suspend Deployment Service and any access to Credivera Services in the event Customer is in breach of any of its obligations hereunder, including the payment of Deployment Fees.

1.2 Setup, Onboarding and additional support (if applicable)

1.2.1 Initial Setup and Onboarding: if applicable, Credivera agrees to provide setup and onboarding services to the Customer as part of the initial implementation of the product/service. This includes standard configuration and basic training. Credivera will include the initial setup of the Customer's Decentralized Identifier (DID) as part of the onboarding process at no additional cost. Once a DID is established, it is immutable and cannot be changed. If a replacement DID is required, it will be treated as a new setup and billed at Credivera's standard development hourly rate.

1.2.2 Maximum Included Hours: The setup and onboarding services will be provided for a maximum of 2 hours at no additional cost to the Customer. This allocation of hours covers the standard implementation process.

1.2.3 Additional Hours: Should the setup and onboarding process exceed the maximum included hours due to Customer-specific requirements, complexities, or requests, additional hours will be billed at a rate of CAD \$250 per hour.

1.2.4 Notification: Credivera will notify the Customer in writing when 80% of the included hours have been utilized. This notification will include an estimate of any additional hours that may be required to complete the setup and onboarding process.

- 1.2.5 Approval for Additional Hours: Any work exceeding the maximum included hours must be approved in writing by the Customer before it is undertaken. Credivera will provide an estimate of the additional hours required and the associated cost.
- 1.2.6 Billing for Additional Hours: Additional hours will be billed monthly in arrears. Payment for additional hours is due within 30 days of the invoice date.
- 1.2.7 Customer Responsibilities: The Customer agrees to provide necessary information, access, and resources in a timely manner to facilitate the setup and onboarding process. Delays caused by the Customer may result in additional billable hours.
- 1.2.8 Scope of Setup and Onboarding: The specific tasks included in the setup and onboarding process will be outlined in a separate document provided by Credivera. Any tasks or requests outside this scope may be subject to additional charges.
- 1.2.9 Completion of Setup and Onboarding: The setup and onboarding process will be deemed complete when Credivera has fulfilled all standard implementation tasks or when the maximum included hours have been reached, whichever comes first. Any further assistance will be billed at the hourly rate specified above.



Subscription Plan

(Referred to as APPENDIX "B" in Master Terms)

SUBSCRIPTION FEES

- 1.1** In addition to Fees stated in Schedule A onboarding, Customer shall pay to Credivera the fees described below*:

(a) Credivera Exchange yearly subscription fees:

Estimated user count = Up to 50

Tier	User - Low	User – High
1	5	50

- 1.2** This subscription agreement has a term of **1 year** with the following effective dates as of date of Stripe invoice commenced.

*Customer shall be liable for all applicable payments to the end of the term. All payments must be via credit card payment.

* For the Credivera Exchange subscription the user count shall be trued up at the end of each quarter.

* This Agreement should be read together with the Credivera Privacy Policy at <https://legal.credivera.com/privacy.pdf>, which is incorporated by reference and governs how we collect, use, and protect personal information.

**SLA and Master Terms:
Appendix C**

(Referred to as APPENDIX "C" in Master Terms)

Because Credivera Services are Internet-based and the Internet is not owned or controlled by any single entity, Credivera cannot guarantee Customer access at all times for reasons outside Credivera's control (see Section 4 "Exclusions"). The service levels below are voluntary commitments by Credivera and are not guarantees or warranties.

1. Credivera will maintain and support Credivera Services by:
 - Monitoring the system to quickly identify and resolve outages or errors.
 - Taking reasonable steps to address technical or user-reported issues.
 - Updating the platform to meet required technical standards, including accessibility.
2. Credivera aims for 99.99% uptime.
 - Downtime: When Customer cannot access Credivera Services, excluding issues caused by Customer's environment, Force Majeure, or upstream Internet/connectivity failures.
 - Uptime: When the service is working and available. Partial or limited access does not count as Downtime.
3. Maintenance
 - Credivera may perform routine, scheduled, or unscheduled maintenance. Customer agrees to such maintenance, and Credivera will provide advance notice when reasonably possible.
4. Exclusions: Credivera is not responsible for issues outside its control, including:
 - Misuse by Customer or Users.
 - Issues caused by Internet Service Providers (ISPs), hosting providers, network attacks, or congestion.
 - Customer or User negligence, including delays in reporting issues.
 - Services or equipment supplied by Customer, Users, or third-party vendors.
 - Failure to maintain suitable environments or hardware used to access the platform.
 - Power, system, or connection failures from suppliers or subcontractors.
 - Force Majeure events.
5. Tier 1 Support
 - a. Customer Responsibility: Customer provides Tier 1 support to all end users, handling basic inquiries, common issues, and acting as the first point of contact.
 - b. Definition Tier 1 support includes:
 - General questions about software functionality
 - Login and password reset assistance
 - Guidance on basic features
 - Troubleshooting common or known issues
 - Gathering information for escalation when needed
 - c. Support Resources: Credivera will supply documentation, knowledge-base materials, and training. Customer maintains its own internal support materials.

- d. Escalation: Unresolved issues may be escalated to Credivera's higher-level support following Credivera's escalation procedures.
- e. Support Hours: Customer sets and communicates its Tier 1 support hours to end users.
- f. Staffing and Training: Customer staffs and trains its Tier 1 team. Credivera provides initial administrator training; ongoing training is Customer's responsibility.
- g. Reporting: Customer keeps records of Tier 1 activity (inquiry types, resolution rates, escalations). Credivera may request these to improve support and product quality.
- h. SLA Compliance: If applicable, Customer will follow any Tier 1 response-time or resolution SLAs defined in a separate SLA document.
- i. Credivera's Responsibilities: Credivera provides Tier 2+ support for escalated issues and shares updates on known issues, workarounds, and product improvements to assist Customer's Tier 1 support.



Professional Services

(Referred to as APPENDIX "D")

Item	Standard Pricing
Custom Development	\$250/hr

Scope of Work: Any custom development or integrations requested by the Customer that fall outside the scope of Credivera's base product shall be subject to a detailed scoping process by Credivera. Credivera will provide a comprehensive Statement of Work (SOW) outlining the specific tasks, deliverables, and timelines associated with the requested custom development or integrations.

Cost and Billing: The Customer agrees that all custom development or integration work will be billed at an hourly rate of \$250. Credivera will provide an estimate of the total hours required to complete the requested work as part of the SOW. The Customer acknowledges that this estimate is subject to change based on the actual time and effort required to complete the work.

Approval and Commencement: Credivera will not commence any custom development or integration work until the Customer has reviewed and approved the SOW in writing. Any changes to the scope of work after approval will require a revised SOW and may result in additional costs.

Payment Terms: The Customer agrees to pay Credivera for all custom development or integration work performed at the agreed hourly rate. Invoices for custom work will be issued at SOW acceptance, and payment will be due within thirty (30) days of the invoice date. On completion of the work requested a true-up invoice of actual hours vs estimated hours will be made and a credit or invoice will be issued to the Customer.

Ownership and Rights: Unless otherwise specified in the SOW, all custom development or integration work performed by Credivera on Credivera's Services shall be considered services work, and Credivera shall retain ownership of all intellectual property rights associated with the custom work.

Warranty and Support: Credivera warrants that all custom development or integration work will be performed in a professional and workmanlike manner. Any defects or issues identified within ninety (90) days of completion will be addressed by Credivera at no additional cost to the Customer.



Credivera

Payment Options

(Referred to as APPENDIX "E")

CREDIVERA ACCEPTS DIRECT PAYMENT USING STRIPE.
