

This Master Services Agreement (the "MSA")

between

Pluto Micro Business Inc. ("**Pluto Micro**")

and

the business or organization (the "**Client**") accepting services by email, verbal acceptance, online request, or invoice payment (the "**Service**").

1. Overview

The MSA governs all present and future communications and Services, Support, Personnel and Product defined herein. This MSA embodies the entire agreement and understanding between the parties hereto.

NOW THEREFORE in consideration of the mutual covenants and agreements set out in this MSA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

2. Terms

Pluto Micro will provide the Client with the Services, Support, Personnel and Product as set in this MSA; in consideration for which the Client will pay Pluto Micro pursuant to the terms of the MSA as detailed herein

- a) Effective Date – This MSA shall come into effect as of acceptance (the "Commencement Date") and shall be in effect until either party shall terminate the Agreement.
- b) Payment – Pluto Micro will invoice the Client for all Services, Support, Personnel, and Product including, but not limited to hardware, software and any other tangible or intangible products as Pluto Micro may provide to the Client; and the Client agrees to pay such invoices as required herein, which shall include all reasonable out-of-pocket costs and expenses reasonably incurred in connection with the provision of the Services, Support, Personnel, and Product.

The Product furnished by Pluto Micro pursuant to the MSA, including but not limited to hardware, software and any other tangible or intangible products are the property of Pluto Micro until payment of the applicable invoice has been received in full. Further the Client agrees to be absolutely and unconditionally liable for the payment of all reasonable costs for the repair or replacement of any Products provided pursuant to the MSA, which have been lost, stolen, damaged or destroyed unless it is due to the negligence or misconduct of Pluto Micro or those for whom it is responsible in law.

Pluto Micro will invoice the Client at regular intervals for service rendered. Pluto Micro will invoice the Client for hardware and software and other tangible or intangible product as the Client approves the purchase of product and Pluto Micro orders the product. The Client agrees to receive invoices via e-mail in PDF format.

- c) Direct Payment – the Client agrees to make payment via credit card, direct deposit, or e-transfer.
- d) Net 15 Terms – the Client agrees to make payment within 15 days of receipt
 - (a) Any accounts, which remain unpaid following 15 days from the date of the invoice, will be subject to one-time surcharge of 5% on the amount of the invoice.
 - (b) If any accounts remain outstanding in excess of 30 days of the date of the account, no further steps will be taken by Pluto Micro in relation to the Services, Personnel or Support as defined herein or the provision of any Product including hardware, software and any other tangible or intangible products in absence of specific arrangements being made with Pluto Micro to facilitate the payment of outstanding accounts.

3. Indemnity

Except as attributable to the willful misconduct, omission or neglect of Pluto Micro in the performance of its obligations and provision of the Services under the MSA, the Client hereby releases, remises and forever discharges Pluto Micro and its affiliates and their respective directors, officers, agents, servants, employees and assignees from and against any and all claims, causes of action, suits, demands or liability whatsoever in law or in equity or pursuant to any statute or regulation of Canada or any province or territory therein, arising out of the terms of the MSA, the Client's possession or use of the equipment, the provision of the Services, Supplies or Product, or the enforcement of the MSA including but not limited to termination of the MSA.

Except as attributable to the willful misconduct, omission or neglect of Pluto Micro in the performance of its obligations and provision of the Services under the MSA The Client agrees to indemnify Pluto Micro against any claims, liability or loss of the Client or of third parties arising from the provision, use condition, operation or possession of the Product, Services or Supplies, including legal fees, costs and disbursements determined on a solicitor-client basis in relation thereto.

4. Non-Solicitation

The Client shall not directly or indirectly in any way whatsoever solicit any employee, contractor, or associate of Pluto Micro to leave the employment of Pluto Micro, accept employment elsewhere, or offer competing services for period of one (1) year following the termination of the MSA.

5. Termination

- a) Default - Upon breach or default by either party in performance or compliance with any terms of the MSA, either party may upon written notice, terminate the MSA, at which time all current invoiced amounts plus estimated amounts that have not yet been invoiced become immediately due and owing to Pluto Micro; and Pluto Micro is entitled to take immediate possession of all Products owned by Pluto Micro including those which remain the property of Pluto Micro in accordance with Section 2(b) herein.
- b) Elective Termination - The Client or Pluto Micro may terminate this MSA, for any reason, by giving 30 days' notice via email to the other party, at which time all current invoiced amounts plus estimated amounts that have not yet been invoiced become immediately due and owing to Pluto Micro; and Pluto Micro is entitled to take immediate possession of all Products owned by Pluto Micro including those which remain the property of Pluto Micro in accordance with Section 2(b) herein.

6. Non-Disclosure and Privacy

- a) Non-Disclosure – Pluto Micro considers confidential all information received about the Client. The full Non-Disclosure Policy can be found at <https://plutomicrobusiness.com/MSA> , and shall be considered as an addendum to the MSA.
- b) Personal Privacy – Pluto Micro is committed to protecting the personal privacy of the Client. The full Personal Privacy Policy can be found at <https://plutomicrobusiness.com/MSA> , and shall be considered as an addendum to the MSA.

7. Interpretation

- a) Modification or Amendment – Pluto Micro reserves the right to modify, change, or amend the MSA, and will post such changes at <https://plutomicrobusiness.com/MSA> and notify the client via email upon doing so. Upon receipt of such changes, the Client shall have 30 days to refuse the MSA, and pursue an alternate agreement with Pluto Micro.
- b) Entire Understanding – The MSA constitutes the entire agreement between the parties, and the express terms and conditions of the MSA supersede and control the terms of any course of dealing or usage of trade.
- c) Severability – Should any provision of the MSA be found to be unenforceable or illegal under the Laws of the Province of Alberta, it shall be severable from the MSA and the balance of the MSA shall remain in full force and effect and be binding upon the parties to the MSA as though such illegal or unenforceable provision had never been included herein.
- d) Headings – The captions or headings used in this MSA are inserted solely for convenience and shall not be considered or given any effect interpreting the MSA or in ascertaining the intent of the parties hereto.
- e) Jurisdiction -- The laws in force in Canada and in the Province of Alberta shall govern this MSA, its terms and conditions.

8. Product

When approved by the Client, Pluto Micro will supply tangible and intangible product to the Client not otherwise described in this MSA. Pluto Micro makes best effort to ensure the suitability of product supplied to the Client but does not guarantee or warranty any product supplied to the Client, unless otherwise stated in print on an estimate, quote, or invoice. Where the Client is not satisfied, for whatever reason, with product supplied by Pluto Micro, and Pluto Micro has not stated in print that the product is guaranteed by Pluto Micro, Pluto Micro will attempt to return the product, and will bill the Client for time incurred during this process. Where warranty service or replacement is required on any product supplied by Pluto Micro, and the Client wishes Pluto Micro to obtain warranty service or replacement, Pluto Micro will bill the Client for time incurred during this process.

9. Proposals and Quotes

From time to time Pluto Micro will provide to the Client a quotation, estimate, or proposal for products and services, verbally, via electronic means, or by paper. These quotations and proposals will be covered under the terms of the MSA, and the Client will be bound by the MSA when they verbally or otherwise approve the quotation, estimate, or proposal. Where the Client has made an approval and Pluto Micro foresees a cost greater than \$500 or 10% of the approved amount, Pluto Micro will notify the client.

10. Services

a) Managed Services – Pluto Micro will provide to the Client with managed information technology services (“Managed Services”). Managed Services includes management and support for computers, servers, physical networks, and the end users of the Client. Pluto Micro may provide any of the following as part of the Service, as agreed upon in an email estimate, verbal request, online request, or service invoice:

i) Helpdesk Access and Remote Control and Monitoring

Install special software on each of the Client's computers which will allow Pluto Micro to monitor and remotely support the computer network of the Client (the “Agent”). The Client acknowledges that the Agent relays technical information to Pluto Micro, and allows for non-interactive support and troubleshooting. The Client acknowledges that Pluto Micro may, at its discretion, remotely control the Client's systems and provide the Managed Services remotely as required.

ii) Antivirus Updates

Install antivirus software (Bit Defender or Sentinel One) on each of the Client's computers and configure it to download antivirus definitions every day; and monitor the status of the antivirus software or the Antivirus Agent installed on the Client's computers;

iii) Internet Filter

Install web filtering software on the network and/ or each computer;

iv) Automate Software Updates

Review and bring up to date, on a monthly basis, software patches for servers; on a weekly basis, software patches for workstations;

v) Firewall

Provide a hardware-based firewall solution and related monitoring and updates;

vi) Network Printer and Device Support

Support for network printers, switches, WiFi access points, etc; may include installation of network switch;

vii) Documentation

Document the Client's network on an initial and ongoing basis;

viii) Move, Add, Change

Provide support required to move, add, or change a computer user; or install new software to a user's computer. Under the discretion of Pluto Micro Business, the move-add-change of any physical equipment, service, or software deemed to be highly impactful to the network or business, may be considered Professional Services.

ix) Unlimited Service Desk Requests

Provide unlimited access to the Service Desk during business hours and will include all escalated services and support.

x) Onsite Visits

Onsite visits as required.

xi) Server Services

Provide monitoring, updates, troubleshooting, and remediation for physical and virtual servers.

- b) Managed Services Exclusions – The following items are **excluded** from Managed Services and will fall under Professional Services:
- i) Disaster Recovery (greater than 1 hour) Example: Virus Outbreak, Act of God (fire, flood, power).
 - ii) Vendor Support - If we must fix something that should be under other contracts, service warranties, or responsibility of vendors.
 - iii) Provide service required to obtain warranty replacement or service on any equipment;
 - iv) Hardware and software purchases
 - v) New computer, server, printer, network device setup
 - vi) Identified non-supported hardware and equipment – where the Client agrees to a service and where Pluto Micro deems certain hardware or software to be unsupported within the confines of the Managed Services, Pluto Micro will provide the client with an email stating what software and/ or equipment is excluded
 - vii) Problems caused by non-supported software and equipment
 - viii) Training of the user of any software or equipment
 - ix) Project management
 - x) Application programming
 - xi) After-hours support calls - (5pm-8am Monday to Friday, Saturdays, Sundays, holidays)
- c) Cloud Services – Pluto Micro will provide 3rd party technology services originating from the internet ("Cloud Services"), that may or may not be included as part of the Services or subsequent monthly services invoice. Cloud Services includes the delivery and billing of certain technology services such as backup, email, and collaboration applications, but not limited to.
- d) Professional Services – As the need arises, the Client may request Pluto Micro Professional Services ("Professional Services"). These Professional Services include, but are not limited to, technology consulting, procurement, installation, administration, troubleshooting, and project management of the following:
- i) Installation and configuration of Managed Services and Cloud Services
 - ii) Setup of new server hardware and software (Windows, Mac OS, and Linux)
 - iii) Messaging servers (Microsoft Outlook/ Exchange, Office 365, Google Apps, POP3, IMAP, SMTP)
 - iv) SAAS and cloud computing
 - v) ERP, CRM, and DMS systems
 - vi) Web servers and website development
 - vii) Physical networks (wiring and devices)
 - viii) Internet access and protection
 - ix) Wide area networks (Office to Office, Home to Office, City to City)
 - x) Disaster Recovery Plans (software and hardware)
 - xi) Product research and procurement
 - xii) Database applications (Big Data, accounting, productivity, etc.)
 - xiii) Large format printers and copiers
 - xiv) VOIP telephones systems
 - xv) IT project management and technology planning
 - xvi) CIO services

- e) Pluto Micro will bill the Client hourly tiered rates for services not included in the Managed Services:

Tier 1 – General desktop support performed by a qualified Network Technician (NT), but not limited to

Tier 2 – Network administration, Tier1, and Tier3 work performed by a qualified Network Administrator (NA) or NT when a NA is not available, but not limited to

Tier 3 – Specialized work such as server configuration, programming, project management, but not limited to

The rates above will be charged for each hour (or portion thereof) for services not included in the Managed Services and the Professional Services provided between the hours of 8 AM – 5 PM, Monday to Friday, excluding statutory holidays ("Business Hours").

When support and services are requested and scheduled for execution outside of Business Hours, a multiple of one and a half (1.5) times the tiered rates for each hour (or portion thereof) will be charged.

When support and services are requested outside of Business Hours and not previously scheduled, two (2) times the above rates will be charged. It should be noted that critical response outside of Business Hours will typically be considered unplanned.

- f) Services Additions – The Client may request additional quantities of the Managed Services, Cloud Services, Professional Services, by email, verbally or by adding services via a web-based control panel; and Pluto Micro may add or subtract services as they see fit. If services, added or subtracted, substantially change the costs (\$500 or more) associated with this agreement, Pluto Micro will bring this to attention of Client, and they will amend Services Total via a signed addendum to the Agreement. Pluto Micro will reconcile quantities of Services at least quarterly.
- g) Service Desk Support – The Pluto Micro Service Desk is available to receive requests for support during hours of 8 AM to 5 PM Mountain Time. The Client may contact the Service Desk via telephone, email, or web as per <https://plutomicrobusiness.com/contact/>. In certain services, listed in the Monthly Services Estimate or added later, the Client shall have access to receive support from the Pluto Micro Service Desk at no additional charge.

To access Emergency After Hours Support, the Client must call 1-844-976-4955.

- h) Response Times – Pluto Micro will endeavor to respond to the Client's service request as quickly as possible, regardless of Pluto Micro's published response times. When the Client contacts Service Desk Support or After Hours Support, the following table shows the target response and resolution times for each priority level:

Priority	Response Time*	Resolution Time*
1 – Critical	15 Minutes	2 Hours
2 - Urgent	30 Minutes	2 Hours
3 - High	1 Hour	4 Hours
4 - Normal	4 Hours	24 Hours
5 - Low	24 Hours	72 Hours

* During Regular Business Hours

Priority Definitions

Priority	Definition	Example
Critical	This is an EMERGENCY condition that significantly restricts the use of an application, system or network to perform critical business functions. All users on a site are unable to work.	Virus Outbreak Email Server Failure Server Crash Network Failure
Urgent	The reported issue may severely restrict use of key network resources. This could mean that 1 user is unable to work, or all users are greatly inconvenienced.	Single Virus Users Machine Crash Internet Outage Important File Unavailable Printer problem for important meeting
High	The reported issue may restrict the use of the system but is isolated and does not severely impact the business. 1 user is unable to perform a single function or is experiencing inconvenience.	Application Fault File Unavailable
Normal	Day to day issues that don't prevent work from getting done	Computer move, software settings
Low	General questions, inquiry or problem that does not affect any user's ability to work.	How do I ...? How much would ... cost? On your next onsite visit do...?