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G-Cloud 15 Services - MAIAR Limited Including Samdesk

Terms and Conditions

Conditions of Supply

Document History

Issue No.	Date	Details of this Version
1.0	30/01/26	Issue 1.0

Author(s) and Release Authority

Author(s)	Released by
L Annis	M Haisman

List of Contents

1 MAIAR Limited Terms and Conditions (T&C)

MAIAR Services will be bound by the G-Cloud 15 generic T&Cs and MAIAR's Service Definition Document for each service. In addition, we will apply the following:

- Rates are exclusive of VAT at the prevailing rate.
- Rates apply to work conducted at MAIAR's offices and exclude travel and subsistence expenses.
- Travel and subsistence expenses will be charged at the appropriate departmental rates as agreed at project start.
- Advantageous consolidated rates may be available for work based at client locations.
- Working day is 7.5 hours excluding travel and lunch.
- Working week is Monday to Friday excluding national holidays.
- Office hours are normally 0900 – 1700.

2 Samdesk Master Services Agreement (T&C)

Samdesk Customers are subject to these T&Cs but these are reviewed during the contracting process on an individual basis.

samdesk Canada Inc.
(formerly, Social Asset Management Inc.)
MASTER SERVICES AGREEMENT

Customer:

Address:

Contacts	Primary	Procurement/Accounts Payable
Full Name		
Title		
Email		
Phone		

Services: Company will provide Customer the services, features and access levels described in Exhibit A attached hereto *(the "Service(s)").*	
Service Fee Schedule: Payment will be made on an annual basis. Fees are subject to the terms of Section 4 herein.	**Initial Service Term:** **Order Form Effective Date:**

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this ___ day of ________, 20___ (the "Effective Date") between samdesk Canada Inc. (formerly, Social Asset Management Inc.) with a place of business at 10130 103st Unit 750, Edmonton, Alberta, Canada T5J3N9 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order, invoice, or similar form even if signed by the parties after the date hereof.

samdesk Canada Inc.:	**[Customer]:**
By: ______________________	**By:** ________________________________
Name: Ashlyn Bernier	**Name:** ______________________________
Title: COO	**Title:** _______________________________

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TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Company hereby grants to Customer a non-exclusive, worldwide, unlimited, fully-paid, right to access and use the Services during the term of the Order Form to which this Agreement is attached. The rights and licenses in this Section 1.1 extend to Customer's and its affiliates' and its Authorized Users. "Authorized Users" mean employees, contractors, or agents of Customer who are authorized by the Customer to use the Services who have been supplied passwords by the Customer (or by Company at the Customer's request).

1.2 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with this Agreement, including the Service Level Terms attached hereto as Exhibit B. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account.

1.3 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies (Terms of Service and Privacy Policy, found at www.samdesk.io) then in effect (the "Policies") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

2.4 Customer will restrict use and access of the Services and all information, data derived from the Services to Authorized Users as described in Exhibit A. An Authorized User account must not be shared among users.

2.5 Customer will restrict creation of derivative works based on the Services to those generated through direct human intervention and analysis. Any and all derivative works must contain clear attribution to Company. Any derivative works solely created through means or methods which are programmatic, software-driven, automated, or otherwise lacking in human intervention are prohibited. If Customer is accessing the samdesk Application Programming Interface (API), the Terms of Use outlined in Exhibit C must be strictly adhered to.

2.6 Company will receive Customer product access and the right to periodically and reasonably request usage data and relevant derivative works for the sole purpose of ensuring compliance.

2.7 Customer will not, directly or indirectly, use the Services ("Software") to; (i) surveil, attempt to identify, track, locate, or derive private data or information unrelated to the information provided by Company of any individual user or entity contained or referenced therein; (ii) perform any activities which are illegal, discriminatory, restricted by this Agreement, or otherwise violates the reasonable expectation of privacy and anonymity by users or entities contained or referenced therein.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary

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Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.] No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). Company shall invoice Customer, and unless otherwise agreed in writing, full payment for invoices issued in any given month must be received by Company thirty (30) days from the start of the Services or Order Form Effective Date, whichever is earlier, regardless of the status of any purchase order (PO) or third-party onboarding (e.g., Ariba, Coupa). Customer acknowledges that PO issuance or onboarding delays shall not defer the commencement of billing or the start of payment obligations. Where required, Company may include a generic or placeholder PO number on the invoice if one has not been provided by the Customer. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or the current renewal term, upon sixty (60) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to the Company at accounts@samdesk.io.

4.2 Where Customer requires a purchase order (PO) to process payments, Customer shall provide the applicable PO no later than five (5) business days after the Order Form Effective Date. Failure to provide a PO shall not relieve Customer of its payment obligations under this Agreement, and Company may issue invoices with a placeholder PO if required. The Parties agree that the existence or availability of a PO shall not affect the enforceability of this Agreement or payment deadlines.

4.3 Where Customer uses a third-party procurement or invoicing system (e.g., Ariba, Coupa), Customer shall ensure Company is fully onboarded within ten (10) business days from the Effective Date of the Order Form. Any delays in platform onboarding shall not affect the enforceability of this Agreement or payment deadlines.

4.4 Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for payment of all applicable taxes associated with Services.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (the "Renewal Term"), and in accordance with the agreed Fee Schedule, unless either party requests termination at least sixty (60) days prior to the end of the then-current term.

5.2 Prior to the commencement of a "Renewal Term", Company shall be entitled to increase the fees by a maximum of 7% and will provide Customer with written notice of such fee increase (which written notice may be in the form of an invoice from Company to Customer for the Renewal Term).

5.3 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Company may also terminate Agreement upon 30 days notice. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data, except as required under applicable law. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by

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facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the Province of Alberta without regard to its conflict of laws provisions.

10. PUBLICITY

The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

Customer agrees to provide a testimonial and examples of product usage from their environment and use cases within 60 days of Effective Date, and as reasonably requested by Company within Term of Agreement.

Customer shall grant Company and its Affiliates permission to use the Customer's name and logo in its or its Affiliate's marketing, sales, website, and public relations materials and other communications solely to identify Customer as Company's customer.

EXHIBIT A

Services Order Form

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Master Services Agreement Effective Date:	
Customer Name:	
Order Form Effective Date:	

This Order Form is for the purchase of the samdesk products as set forth below. Provision of all Products, Software and Hardware set forth herein are subject to the Master Services Agreement between Customer and samdesk.

Product Name	Description	License Term	Access Level	Fees
samdesk Base samdesk Pro samdesk Enterprise	This includes access to the samdesk base AI alerting and awareness engine.	**Start:** **End:**	5 users with email domain abc.com	$
Proximity Based Monitoring	The samdesk Proximity Stream feature allows users to enter their assets, supply chain, and other POIs by geo coordinates into the samdesk engine. Samdesk will notify users when crisis alerts are triggered within a user-defined radius.	**Start:** **End:**	100 Assets	Included
API	Official application programing interface for custom plugins, integrations, and extensibility. Pricing is per use case.	**Start:** **End:**	1 API Key/Use Case	$
Horizon User Conference	Two tickets to our annual user conference: Horizon			Included *$1200 value*
			Total Fees:	**$USD per year**

Approved API Use Case:

Accepted and agreed to as of the Order Form Effective Date by the authorized representative of each party:

Signature:	Signature:
Name: Ashlyn Bernier	Name:
Title: COO	Title:
Email: ashlyn@samdesk.io	Email:

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EXHIBIT B

Service Level Terms

1. Service Availability.

1.1 Standards. The Service shall perform in accordance with the following standards:

System Availability Measure	Standards
Service monthly uptime ("Availability")	99.9%*

*Excludes scheduled downtime and any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control.

1.2 Failure to Achieve Availability Standards. If Availability falls below the above standard during any calendar month, Customer may elect to receive a credit from Company against fees and payments due for the months following any month in which Availability does not meet the standard, as liquidated damages and not as a penalty, an amount equal to five percent (5%) of the fees and payments due to Company from Customer for that month.

2. Technical Support & Problem Resolution.

2.1 Technical Support. During the hours of 9am to 5pm MST, Monday to Friday (excluding holidays), samdesk will provide (a) in-app chat support and (b) email assistance at support@samdesk.io for general advice and technical support. Technical assistance and remediation for operational issues as further described below are available during these hours for P3 and P2 level problems and 6am to 6pm MST, 7 days per week for P1 problems. For any P1 problems that have not yet been acknowledged by Company, users can report problems at 1 (780)-893-7326. Company will endeavour to respond to all support requests within 1 hour.

2.2 Problem Resolution. Company will correct all problems that are reported by Customer or of which Company otherwise becomes aware in accordance with the following table:

Priority	Description	Response and Fix Time
1	The Service is not working, a significant function of the Service is not properly working or a significant number of users are unable to access or use some functionality.	Company will respond to and Company's senior engineers will commence efforts to fix Priority 1 problems no later than one (1) hour after Customer's report of such problem or Company's detection of such problem, whichever is earlier. Company will use best and continuous efforts, twenty-four (24) hours per day, seven (7) days per week to provide an acceptable work-around for the Priority 1 problem, and will provide a permanent fix for the Priority 1 problem no later than thirty (30) days after Customer's report of such problem or Company's detection of such problem, whichever is earlier. Company will provide a progress update to Customer at a minimum of every four (4) hours.

2	Functionality of the Service is impaired or some users are unable to access or use some functionality.	Company will respond to and Company's senior engineers will commence efforts to fix Priority 2 problems no later than one (1) hour after Customer's report of such problem or samdesk's detection of such problem, whichever is earlier. Company will use reasonable and continuous efforts to fix Priority 2 problems during normal business hours, and if an acceptable work-around is provided, will provide a permanent fix of the Priority 2 problem no later than thirty (30) days after Customer's report of such problem or Company's detection of such problem, whichever is earlier.
3	Low impact to users of the Service.	Company will respond to Priority 3 problems within four (4) hours after Customer's report of such problem or Company's detection of such problem, whichever is earlier, during Customer's regular business hours (or on the next business day, if the problem is reported outside of Customer's regular business hours). Company will fix Priority 3 problems no later than thirty (30) days after Customer's report of such problem or Company's detection of such problem, whichever is earlier.

The priority level of the problems reported by Customer shall be determined by Company.

2.3 Additional Support. Company will provide such additional technical assistance and remediation services to Customer as samdesk may provide from time to time to its other customers of the Service.

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EXHIBIT C

Samdesk API Terms of Use

Subject to the terms and conditions set forth in the "SaaS Services Order Form" and any and all "Addendum to SaaS Services Order Form", this Terms of Use outlines the rights, limitations, and restrictions apply to the access and use of the samdesk API.

The samdesk API and its associated content may be used:

- To visualize, display, and internally distribute samdesk content in its entirety, with clear attribution to "samdesk" and a link directly to the root alert inside the samdesk application
- Within internal workflows and tools, with clear attribution to "samdesk" and a link directly to the root alert inside the samdesk application

The samdesk API and its associated content may not, under any circumstances:

- Be redistributed, syndicated, or externally displayed
- Be used to create databases, or to train, seed, or enhance algorithms or models
- Be used to create derivative works solely created through means or methods which are programmatic, software-driven, automated, or otherwise lacking in human intervention
- Be provided to any third party
- Be stored or cached for more than thirty (30) days

Samdesk reserves the right to periodically request examples and system access to verify adherence to the API Terms of Use.