

Samsara Terms of Service
Last Updated: February 2025

Welcome to Samsara. Please read these Terms of Service carefully because they govern your use of our products and services. The Customer, together with Samsara Inc., are referred to as the “**Parties**”.

1. Definitions.

1.1 “**Account**” means the accounts Customer creates to access the Hosted Software and Apps.

1.2 “**Affiliate**” means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.

1.3 “**Apps**” means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store and used to provide the Products.

1.4 “**Authorized User**” means Customer’s employees, Affiliates, and/or contractors whom Customer authorizes to use the licensed Samsara Software strictly on its behalf.

1.5 “**Customer**” or “**you**” means the company or legal entity for which you are accepting these Terms and its Affiliates who enter into Order Forms (for each such Affiliate, solely with respect to Order Forms entered into by it and for so long as it remains a Customer Affiliate).

1.6 “**Customer Data**” means Customer-specific data captured by Customer’s use of any installed Hardware, data submitted by, or on behalf of Customer (including from or through Non-Samsara Products) into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.

1.7 “**Documentation**” means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.

1.8 “**Equipment**” means the vehicle, equipment, asset, building, structure, or item into which Hardware is installed.

1.9 “**Firmware**” means software embedded in or otherwise running on the Samsara Hardware.

1.10 “**Hardware**” means the hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, and any improvements, developments, modifications, patches, updates, and upgrades thereto that Samsara develops or provides.

1.11 “**Hardware Warranty and RMA Policy**” means the Hardware Warranty and RMA Policy set forth at <https://www.samsara.com/support/hardware-warranty>.

1.12 “**Hosted Software**” means Samsara’s cloud-hosted software platform, including the interface accessed online.

1.13 “**Hosted Software SLA**” means the Hosted Software Service Level Agreement set forth at <https://www.samsara.com/legal/hosted-software-sla>.

1.14 “**License Expiration Date**” means (a) the later of (i) the original license termination date set forth in the applicable Order Form you entered into for the original purchase of Products or under which Products were originally made available to you (“**Initial Term**”), and (ii) the end of the then-active Renewal

Term (as defined below); or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in these Terms, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, three (3) years from the License Start Date.

1.15 **“License Start Date”** means (i) the day Samsara activates the applicable Samsara Software license by providing Customer a claim number and access to the Hosted Software (for clarity, if Hardware associated with a then-unactivated Samsara Software license will be shipped to Customer under the applicable Order Form, such Samsara Software license activation date is day the Samsara Hardware ships); or (ii) notwithstanding the foregoing, if Customer is renewing the license term for a previously-activated Samsara Software license, the day that Samsara extends Customer’s access to the Hosted Software for the renewal license term. For Purchase Orders issued by a Samsara reseller, the definition of License Start Date in this Section supersedes anything to the contrary in the reseller agreement between such reseller and Samsara and the applicable Purchase Order.

1.16 **“Malicious Code”** means code, files, scripts, agents, software or programs intended to do harm or allow for unauthorized access, including, for example, viruses, worms, time bombs, and Trojan horses.

1.17 **“Non-Samsara Products”** means any web-based, offline, or mobile applications, or other resources, users, data, systems, networks, products, services, Equipment, hardware, or software functionality that is provided by Customer or a third party and that interoperates, integrates, and/or exchanges data with the Products.

1.18 **“Order Form”** means the applicable Quote or Purchase Order setting forth the purchase or procurement of Samsara Products and/or licenses thereto. By entering into an Order Form hereunder, a Customer Affiliate agrees to be bound by these Terms as if it were Customer, and Customer and the applicable Customer Affiliate are jointly and severally liable under such Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under an Order Form shall only apply to Customer entity named in such Order Form for the purchase made under such Order Form and shall not apply to any other Order Form, including any initial or renewal Order Form entered into by such Customer entity or its Affiliate.

1.19 **“Pre-Launch Offerings”** means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the alpha, beta, experimental, research, in development, prototyping, and/or testing phase.

1.20 **“Products”** means Hardware and Services. For the avoidance of doubt, Products do not include any Non-Samsara Products.

1.21 **“Professional Services”** means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara’s sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.22 **“Purchase Order”** means a purchase order or similar ordering document issued by Customer to Samsara and accepted by Samsara setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.23 **“Quote”** means a quote issued by Samsara and executed by the Customer setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.24 **“Refund”** means an amount refunded to the Customer (or in Samsara’s sole discretion to any third party who paid Samsara for Customer’s procurement of Products under the applicable Order Form, including a reseller, Lender, or other third party) pursuant to these Terms equal to (i) fees pre-paid to

Samsara for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) fees paid to Samsara for the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.25 “Renewal Term” means any renewal license term of the applicable Products after the Initial Term. If Customer’s license term is renewed a period of time after termination of the immediately preceding license term and Samsara in its sole discretion allows Customer to continue using the applicable Products during such interim period, these Terms shall apply to such use.

1.26 “Samsara Software” means the Apps, Firmware, and Hosted Software, and any improvements, developments, modifications, patches, updates, and upgrades thereto that Samsara develops or provides, and Support Services.

1.27 “Samsara Software Systems” means the Samsara Software and any networks, systems, products, hardware, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.

1.28 “Services” means the Samsara Software, Service Usage Data, and Professional Services.

1.29 “Service Usage Data” means any data that is derived from the use of the Products except that to the extent such data could directly or indirectly identify a natural person it shall be anonymized, de-identified, and/or aggregated such that it could no longer directly or indirectly identify such natural person.

1.30 “Support Services” means the customer support services described at www.samsara.com/support, and Documentation, but excluding any Professional Services.

1.31 “Terms” or “Agreement” means these Terms of Service, together with any amendments or addenda that modify these Terms of Service.

2. Agreement to Terms. By clicking a box indicating your acceptance of these Terms, by executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earlier, you accept and agree to be bound by these Terms. If you do not agree to these Terms or you are not authorized to access and/or use the Products, you shall not access or use the Products. If you are accessing and/or using the Products on behalf of a company (such as your employer) or other legal entity that is our Customer, you agree to these Terms on behalf of such company or other legal entity, and you represent and warrant that you have the authority to bind such company or other legal entity to these Terms. If you have entered into a separate contract with Samsara with respect to your purchase of Products or under which Products are made available to you, these Terms shall apply, provided that to the extent there is a conflict between such separate contract with Samsara and these Terms, such separate contract with Samsara shall prevail. References to “you” and “your” in these Terms refer to that company or other legal entity, our Customer. You may not use the Products if you are our competitor, as determined in our sole discretion, except with our prior written consent.

3. Changes to Terms or Services. Changes to the Terms or Services may only be made in writing by written amendment executed by both Parties.

4. License. Subject to the terms and conditions specified in these Terms or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software (i) in accordance with the Documentation, (ii) for the number and type of Samsara Software licenses specified in the applicable Order Form and solely the functionality included therein, and (iii) starting from the applicable License Start Date until the License Expiration Date set forth in such Order Form or the earlier termination of such Order Form or these Terms.

The Support Services and the Hosted Software SLA are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the applicable Samsara Software. For clarity, the license for Samsara Software that is provided in conjunction with a Hardware unit is only valid for use with that Hardware unit, unless the Hardware unit is replaced pursuant to the Hardware Warranty Policy section of the Hardware Warranty and RMA Policy. Samsara reserves the right to audit Customer's usage of Samsara Software and to remove Customer's access to Samsara Software beyond the licensed scope ("Licensed Scope") (for example, the licensed feature scope or licensed user count, as applicable) at any time. If Customer would like to use Samsara Software beyond the Licensed Scope, Customer is required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that Customer is using Samsara Software beyond the Licensed Scope, Samsara reserves the right to charge Customer for the applicable Samsara Software licenses that include such Licensed Scope at the then-current list price, and Customer agrees to immediately pay such amounts. Further, during the applicable license term under an Order Form, Customer agrees that it cannot downgrade a Samsara Software license plan to a lower Samsara Software license plan (for example, downgrading from an "Enterprise" license to a "Premier" license).

5. License Restrictions. Customer agrees not to do or attempt to do any of the following without Samsara's express prior written consent: (i) resell, white label, or reproduce the Products or any individual element within the Product, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Product; (ii) access, tamper with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Products, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Products for any competitive purpose; (ix) perform benchmark testing on the Products; (x) use the Products to store or transmit Malicious Code; (xi) use the Products to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute infringing, libelous, defamatory, harassing, threatening, or otherwise unlawful or tortious material; or to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; (xiii) use the Products in a way that violates Samsara's Acceptable Use policy set forth in Section 21.2, (xiv) use the Products in an unsupported country, or (xv) authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and immediately suspend or terminate any or all of Customer's access to the Samsara Software if it reasonably suspects or determines that Customer has violated this Section. Except to the extent legally prohibited from taking on indemnification obligations and subject to the limits of section 768.28, Florida Statutes and without in any manner waiving its sovereign immunity, Customer agrees to indemnify, defend, and hold harmless Samsara from and against all claims, actions, demands, and legal proceedings, and all liabilities, damages, demands, losses, claims, costs, fees (including legal fees), and expenses in connection with a violation of this Section 5 and any investigation related thereto. Samsara reserves the right to limit or restrict Product access in unsupported countries. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Customer is responsible for installation of the Hardware and ongoing maintenance of any Equipment, including but not limited to installation in accordance with any Equipment warranty. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any Equipment. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or

maintenance of the Equipment can lead to damage of such Equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, and/or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please see the Cable Exchange Policy section of the Hardware Warranty and RMA Policy.

7. Product Updates.

7.1 General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware to newer models. Samsara may change or discontinue all or any part of the Products, including changing, discontinuing, or removing features included in a Samsara Software license, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting a Hardware model and the associated Samsara Software license that you have ordered from Samsara in accordance with these Terms prior to the applicable License Expiration Date without offering to replace them with an updated or comparable version or model, you may terminate the applicable Order Form with respect to the applicable Products and request a Refund for such Products. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer for evaluation purposes. Should Customer opt to use a Pre-Launch Offering: Customer agrees to: (i) enter into any additional terms required by Samsara for the applicable Pre-Launch Offerings; (ii) assume sole responsibility and all risk, and waive and release Samsara from any claims directly or indirectly arising from or related to the Pre-Launch Offerings; and (iii) except to the extent legally prohibited from taking on indemnification obligations, and subject to the limits of section 768.28, Florida Statutes and without in any manner waiving its sovereign immunity, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to the Pre-Launch Offering. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Samsara reserves the right to modify, terminate, or discontinue the Pre-Launch Offerings at any time in its sole discretion, for any reason, with or without notice, and without liability to Customer, and has no obligation to make any Pre-Launch Offerings generally available to Samsara customers. If Samsara decides in its sole discretion to make a Pre-Launch Offering generally available to Samsara customers as a new Product or part of an existing Product, Samsara may discontinue making such offering available to Customer as a Pre-Launch Offering at that point in time. Customer acknowledges and agrees that any continued usage after such discontinuation date will require that the Customer purchase or have already purchased the applicable Product under an Order Form and pay any additional amounts owed for such purchase. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under these Terms.

7.3 Feedback. Customer agrees to use commercially reasonable efforts to provide feedback regarding the Products to Samsara. Customer acknowledges and agrees that any comments, suggestions, ideas, other information, and/or other feedback related to the Products provided to Samsara, whether directly through the Products or through other means (e.g., surveys, emails, testing, and/or other communications) (collectively, "**Feedback**") may be used by Samsara for research and development purposes. Such Feedback shall not be treated as "Customer Data" unless it is uploaded or processed within the Products. Customer further agrees that Samsara shall have all rights, title, and interest in and to all Feedback provided by Customer or a third party acting on behalf of Customer to Samsara. Customer hereby irrevocably transfers and assigns to Samsara all right, title, and interest it may have in such Feedback, and Samsara hereby accepts such transfer.

8. Payment, Shipping, and Delivery.

8.1 Payment. Customer's payment and billing terms are set forth in the Order Form. Unless otherwise set forth in the applicable Order Form, (i) fees are payable by wire transfer; (ii) all transfers are subject to a processing fee up to 3%, subject to applicable law, unless the wire transfer is initiated by Samsara via ACH, in which case the processing fee will be waived; (iii) late payments are subject to a 1.5% per month late fee; and (iv) if license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted. Further, unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of Customer's payments to credit rating, credit reporting, or similar agencies. If Customer makes a payment without specifying to which invoice it applies, Samsara reserves the right to apply such payment to any outstanding Customer invoice(s). Except if adequate proof of tax exemption status is provided to Samsara (such as a tax exempt certificate), Customer is responsible for all payments of applicable taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"), however designated or incurred under these Terms. If Samsara has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Samsara will invoice Customer, and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. Unless required by applicable law or due to the fault of Samsara not timely acknowledging and processing the tax exempt documentation provided by Customer, Samsara will not provide retroactive Tax refunds or credits to Customer. Subject to applicable legal requirements, any Tax refund or credits provided to Customer shall be at Samsara's sole discretion, and Samsara reserves the right to charge the Customer reasonable fees and costs associated with processing such Tax refund or credit.

8.2 Shipment and Delivery. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back. Customer is solely responsible for confirming that each "Ship To" delivery address set forth in an Order Form is accurate, is in a country for which Samsara supports direct sales, and that any individual accepting delivery at that address is authorized to do so on Customer's behalf. Samsara shall have no obligation to ship Products to any unsupported countries. Samsara may ship Hardware under an Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. If Hardware under an Order Form is shipped in multiple shipments, the Samsara Software license term associated with Hardware shipped after the initial shipment will be set to expire on the same date as the Samsara Software license term associated with Hardware shipped in the initial shipment. The total cost of the Samsara Software licenses associated with such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full Samsara Software license term under such Order Form. Certain payment amounts set forth in an Order Form assume that all Hardware under such Order Form is shipped at the same time and are subject to potential reduction by Samsara based on the actual schedule of Hardware shipment.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the licensed Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the licensed Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the licensed Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the licensed Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating, supporting, improving, and providing the Products, including for anonymized and/or aggregated reporting and use. The foregoing right to use Customer Data shall survive the termination of these Terms, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Customer may export Customer Data at any time during the term of these Terms through the export features in the Samsara dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If the applicable Samsara Software license terminates or expires and Customer does not renew, the applicable Customer Data may be immediately deleted.

10.2 Customer Data Representation and Warranty. Customer represents and warrants that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data and Feedback in accordance with these Terms (ii) no Customer Data or Feedback infringes upon or violates any individual or entity's intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Samsara and its receipt and use of the Products. EXCEPT TO THE EXTENT LEGALLY PROHIBITED FROM TAKING ON INDEMNIFICATION OBLIGATIONS AND SUBJECT TO THE LIMITS OF 768.28, FLORIDA STATUTES AND WITHOUT IN ANY MANNER WAIVING SOVEREIGN IMMUNITY, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

10.3 Data Protection Addendum. The "**Data Protection Addendum**" at <https://www.samsara.com/data-protection-addendum> sets forth the Parties' agreement with respect to the terms governing any Processing of Personal Data by Samsara on the Customer's behalf pursuant to these Terms. The Data Protection Addendum forms part of these Terms and supersedes any prior agreements regarding Customer Personal Data. The terms "**Processing**", "**Personal Data**", and "**Customer Personal Data**" used in this Section are all defined in the Data Protection Addendum.

11. Confidentiality.

11.1 Confidential Information. "**Confidential Information**" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes any information related to the Products, including the pricing and payment terms thereof, Pre-Launch Offerings, Samsara Software Systems, or Samsara customers or partners, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it

and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

11.2 Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any Affiliates, employees, agents or third party service providers of receiving Party in performing under these Terms under reasonable confidentiality obligations, or except as authorized by disclosing Party); and (iii) not to use any such Confidential Information for any purpose except to perform under these Terms or as authorized by the disclosing Party. Notwithstanding anything to the contrary in these Terms, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, including any applicable public record request laws provided that, unless prohibited by applicable law or regulation, the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

12.1 Services. Samsara and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. Customer acknowledges that the Services are protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Services to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under these Terms. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2 Firmware. The Firmware is licensed, not sold. Except in the case of a free trial and subject to the Product Trial Hardware Returns section of the Hardware Warranty and RMA Policy, Customer owns the physical title to the Hardware that Customer has purchased or has otherwise acquired in relation to an Order Form. Samsara and its licensors exclusively own all intellectual property rights in the Hardware. Samsara further retains ownership of the Firmware, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in these Terms. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. Connectivity Data Usage. A Samsara Software license only includes connectivity data to the extent such license SKU is identified as including connectivity data and sets forth the amount of connectivity data included. To the extent connectivity data is included in a Samsara Software license, connectivity between the applicable Hardware and the licensed Samsara Software does not count towards the included connectivity data cap. Samsara reserves the right to limit access to personal entertainment streaming services through the Hardware connectivity. Connectivity data usage above any included connectivity data cap may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of hours of service logs. Customer may track any included connectivity data usage from the "Gateways" page within the "Settings" section of the Hosted Software dashboard.

14. Non-Samsara Products. The Products may contain links to or have the ability to integrate or interoperate with, import or export data to or from, provide access to, or be accessed by Non-Samsara Products (collectively, "Non-Samsara Product Integrations"). If Customer opts to use any Non-Samsara

Product Integrations, including but not limited to with respect to the exchange of data between Products and Non-Samsara Products, Customer agrees to: (i) assume sole responsibility for and all risk arising from Customer's use of Non-Samsara Product Integrations and the content, functionality, or availability of any Non-Samsara Products, including waiving and releasing Samsara from any claims directly or indirectly related thereto; and (ii) except to the extent legally prohibited from taking on indemnification obligations, and subject to the limits of section 768.28, Florida Statutes and without in any manner waiving its sovereign immunity, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to Customer's use of any Non-Samsara Product Integrations. SAMSARA PROVIDES NON-SAMSARA PRODUCT INTEGRATIONS "AS IS" WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE.

15. Publicity. Customer hereby grants Samsara permission to use the Customer name on Samsara's website, press releases, customer lists, SEC filings, earnings calls, and investor and marketing materials to list Customer as a customer. However, Samsara will not use Customer's name in any other way without Customer's prior written consent. Samsara is not authorized to use Customer's trademark or logo for any reason without Customer's prior written consent. Customer agrees to abide by the terms of Samsara's Marks Usage Agreement available at <https://www.samsara.com/resources/brand-assets/>.

16. Term. The term of these Terms begins upon the date on which you accept these Terms, by clicking a box indicating your acceptance, by executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earliest, and shall continue until (i) the License Expiration Date for the last active Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you, (ii) you are no longer authorized to access and/or use the Products, or (iii) these Terms are otherwise terminated earlier as provided hereunder, whichever is earliest.

16.1 Renewal. Unless you notify Samsara in writing of your intent to cancel auto-renewal of the applicable Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you at least thirty (30) days prior to the License Expiration Date, at any time up to ninety (90) days after the License Expiration Date, Samsara may in its discretion renew your license term for the applicable or substantially equivalent Products, effective on the License Expiration Date, for a period of up to the greatest of the following: (i) one year, (ii) the same period as the immediately preceding license term, or (iii) a period to align license expiration dates with another of your active orders) (each such period, a Renewal Term). Subject to Samsara's renewal rights set forth in the foregoing sentence, you and Samsara may mutually agree to enter into a new Order Form to renew your license term upon the License Expiration Date, which new Order Form may include additional or different Products or license terms to the extent mutually agreed. If Samsara auto-renews your license term without Customer's execution of a new Order Form as described in the first sentence of this paragraph, your payment method will remain the same as indicated on the applicable original Order Form (e.g., monthly if you were allowed monthly payments, or yearly if you were allowed annual payments or upfront payment). If your license term is renewed after termination of the immediately preceding license term and Samsara in its sole discretion allows you to continue using the applicable Products during such interim period, these Terms shall apply to such use, and Samsara reserves the right (i) to charge you for such use at the renewal license pricing (and Customer agrees to immediately pay such amounts) and (ii) to have the License Start Date for the renewal license start the day after expiration of the immediately preceding license term. Please email renewals@samsara.com for any questions regarding automatic renewal.

16.2 Termination. Samsara may terminate these Terms, any Order Form, and your access to and use of the Samsara Software at its sole discretion, at any time upon notice to you. However, if Samsara so terminates for its convenience and not as otherwise set forth in these Terms or the applicable Order Form or due to your breach thereof, then Samsara will provide you with a Refund. Unless otherwise set forth

herein or in the applicable Order Form, an Order Form, including any renewal Order Forms, cannot be terminated prior to the applicable License Expiration Date.

16.3 Termination for Non-Appropriation of Funds. As a public sector entity, Customer undergoes a fiscal budgeting appropriations process. The continuation of an Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the applicable Order Form for Customer's then-subsequent fiscal year, Customer may terminate such Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates such Order Form, Samsara shall be entitled to payment of and for: a termination fee equal to the license fees associated with a sixty (60)-day period for all Products under such Order Form at the date of such termination; all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

16.3 Effect of Termination. Upon any termination or expiration of these Terms, the following Sections of these Terms will survive: 5 (License Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment, Shipping, and Delivery), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Governing Law), and 21 (General Terms). At the Customer's request, and subject to Samsara's data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty and Warranty Disclaimers.

17.1 Hardware Warranty. Samsara provides a Hardware warranty as set forth in the Hardware Warranty Policy section of its Hardware Warranty and RMA Policy.

17.2 Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED UNDER THE LIMITED HARDWARE WARRANTY PROVIDED UNDER SECTION 17.1 (HARDWARE WARRANTY), THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ACTIVE DRIVER AND PERSONNEL SUPERVISION IS REQUIRED EVEN WHEN THE PRODUCTS ARE IN USE, AND THE PRODUCTS ARE NOT A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY AND ALL SPEEDING, TOLLS, AND OTHER TRAFFIC OR LEGAL VIOLATIONS FOR ITS VEHICLES AND EQUIPMENT EVEN WHEN THE PRODUCTS ARE IN USE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE NOT A SUBSTITUTE FOR SAFE AND LAWFUL DRIVING AND EQUIPMENT USE OR OTHER APPROPRIATE PERSONNEL OR WORKPLACE CONDUCT AS APPLICABLE AND THAT CUSTOMER SHALL NOT USE THE PRODUCTS AS A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. Samsara makes no warranty that the Products will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data.

18. Limitation of Liability.

18.1 No Consequential Damages. NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED

REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LEGALLY PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

Indemnification by Samsara. Samsara will indemnify and defend (or settle), at its expense, any actual or threatened third-party action, suit or proceeding against Customer ("Claim") to the extent such Claim is based on an allegation that Samsara's Products or any part thereof, as of its delivery date under these Terms, infringes a valid United States patent or copyright or misappropriates a third party's trade secret, and will indemnify Customer for any costs, damages and reasonable attorneys' fees attributable to such Claim that are awarded against Customer. Samsara's obligations under this section are contingent upon: (a) Customer providing Samsara with prompt written notice of such Claim; (b) Customer providing reasonable cooperation to Samsara, at Samsara's expense, in the defense and settlement of such Claim; and (c) Samsara having sole authority to defend or settle such Claim. In the event that Samsara's right to provide the Products is enjoined or in Samsara's reasonable opinion is likely to be enjoined, Samsara may obtain the right to continue providing the Products, replace or modify the Products so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate these Terms without liability to Customer and Customer will be provided a Refund. THE FOREGOING STATES THE ENTIRE OBLIGATION OF SAMSARA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS. Samsara will have no liability under this section to the extent that any Claim results from: (a) modifications to the Products made by a party other than Samsara or a party acting on Samsara's behalf; (b) the combination, operation or use of the Products with equipment, devices, software or data not supplied by Samsara; (c) Customer's failure to use updated or modified versions of the Products provided by Samsara; (d) Samsara's compliance with any designs, specifications or plans provided by Customer; or (e) Customer's use of the Products other than in accordance with these Terms or any Documentation.

18.2 Cap. EXCEPT FOR (i) ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH IN IN THIS AGREEMENT, (ii) CUSTOMER'S BREACH OF SECTION 5 (LICENSE RESTRICTIONS), (iii) A BREACH OF SECTION 7.2 OR SECTION 10.2 BY CUSTOMER, (iv) CUSTOMER'S PAYMENT OBLIGATIONS UNDER AN ORDER FORM, (v) SAMSARA'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR FRAUD, OR (vi) A DATA BREACH WHILE CUSTOMER'S DATA IS WITHIN THE EXCLUSIVE CONTROL OF SAMSARA, OR WHICH IS CAUSED BY A MATERIAL BREACH BY SAMSARA, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR CONSULTANTS OF THE DATA SECURITY OBLIGATIONS HEREIN, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY, INCLUDING TO THE OTHER PARTY AND ANY OF ITS AFFILIATES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS (\$100); PROVIDED THAT IN NO EVENT SHALL SAMSARA'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH DATA PRIVACY OBLIGATIONS EXCEED THE GREATER OF \$180,000 (ONE HUNDRED AND EIGHTY THOUSAND DOLLARS) OR FIVE TIMES (5X) THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE.

18.3 Sovereign Immunity. IN NO EVENT SHALL CUSTOMER'S LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY EXCEED THE LIMITS SET FORTH IN SECTION 768.28, FLORIDA STATUTES. THE PROVISIONS AND LIMITATIONS OF SECTION 768.28. FLORIDA STATUTES, AS THIS STATUTE MAY BE AMENDED FROM TIME TO TIME, ARE DEEMED TO APPLY TO CUSTOMER'S CONTRACTUAL OBLIGATION TO INDEMNIFY AS THOUGH THIS STATUTE APPLIED TO WAIVER OF SOVEREIGN IMMUNITY, LIABILITY, AND DAMAGES FOR CLAIMS OR ACTIONS ARISING IN TORT OR CONTRACT. NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE CUSTOMER'S RIGHTS AND IMMUNITIES UNDER THE COMMON LAW OR UNDER SECTION 768.28, FLORIDA STATUTES, NOR AS CUSTOMER'S CONSENT TO BE SUED BY THIRD PARTIES. THIS OBLIGATION SHALL NOT

BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY WHICH WOULD OTHERWISE EXIST IN CUSTOMER'S FAVOR.

18.4 THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

19. Dispute Resolution.

20. Any dispute arising from or relating to these Terms or Customer's use of the Products that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally and exclusively settled in the state or federal courts located in or nearest to the county in which the Customer has its principal place of business. Governing Law. These Terms and any action related thereto will be governed by the laws of the state in which Customer has its principal place of business without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions arising from or related to these Terms or Customer's use of the Products will be the state and federal courts located in the county in which the Customer has its principal place of business and both Parties consent to the jurisdiction of such courts with respect to any such actions.

21. General Terms.

21.1 Entire Agreement. These Terms together with any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and you regarding the Products and the subject matter hereof, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Samsara and you regarding the Products and the subject matter hereof. The Customer acknowledges and agrees that, in entering into this Agreement, it has not relied on, nor has it been induced to enter into this Agreement by, any representation, warranty, statement, or assurance made or given by or on behalf of Samsara, other than those expressly set forth in this Agreement. To the maximum extent permitted by applicable law, Customer further acknowledges and agrees that the only remedies available for breach of any such express warranties or representations are those expressly provided for within this Agreement. For clarity, the Parties agree that any of Customer's click-through, hyperlinked, or similar boilerplate or standard terms and conditions, including those associated with Customer payment portals or onboarding of Samsara as a Customer vendor, are void and have no effect, notwithstanding anything to the contrary in such terms and conditions. If there is a conflict between the terms of an Order Form and these Terms, then the terms of the Order Form controls over these Terms; provided that, to the extent applicable, (a) if a purchase or procurement under a Purchase Order is also documented by a Quote, notwithstanding anything to the contrary in these Terms or the applicable Purchase Order, (i) to the extent there is a conflict between such Purchase Order and such Quote, the terms of the Quote shall prevail, and no additional terms included in such Purchase Order that are not included in such Quote shall apply; and (ii) Customer shall ensure such Purchase Order references, and reflects identical terms and conditions to, such Quote; and (b) for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in these Terms, the reseller agreement between such reseller and Samara, or the applicable Purchase Order, to the extent there is a conflict between such Purchase Order and such reseller agreement, the terms of the reseller agreement shall prevail, and no additional terms included in such Purchase Order that are not included in such reseller agreement shall apply. Any Purchase Order is solely for Customer's convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to Customer following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Agreement or the applicable Quote. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. Neither party may assign or transfer these Terms, by operation of law or otherwise, without the other party's prior written consent. Any attempt by to assign or transfer these Terms, without such consent, will be null. Subject to the foregoing, these Terms will bind

and inure solely to the benefit of the Parties, their successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity or Party Affiliate, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms. Customer shall have no right to bring any claims under these Terms against any Samsara Affiliate, employee, director, officer, shareholder, or reseller, referral, insurance, or other channel partner. Any notices or other communications provided by Samsara under these Terms, except for those regarding modifications to these Terms which require written notice to Customer pursuant to paragraph 21.20 and a written amendment signed by both parties, will be given: (i) via email; (ii) by posting to Samsara's website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Either Party's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in these Terms, the exercise by either Party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

21.2 Acceptable Use. Customer may not, and may not allow any third-party including its Authorized Users to, (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Samsara; or (b) engage in abusive, harassing, threatening, offensive, stalking, or otherwise improper conduct towards any individual or entity, including but not limited to Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation, please email abuse@samsara.com or submit an anonymous concern via <https://samsara-external.allvoices.co/>.

21.3 Export Restrictions. Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.

21.4 Force Majeure. Except for payment obligations, neither party shall be liable or responsible, nor shall be deemed to have defaulted under or breached these Terms, for any failure to perform or delay in performing its obligations under these Terms due to an event of force majeure, provided that the affected party takes commercially reasonable steps to remedy its inability to perform. An event of force majeure is any event or circumstance beyond either party's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems. The non-performing party's affected obligations under this Agreement will be temporarily suspended but not longer than the continuance of the force majeure event and a reasonable time thereafter as may be required to commence or resume performance of its obligations.

21.5 Financed Purchases and Other Payment Arrangements. If you are financing the Products through a financing entity ("Lender"), or paying for the Products through a Customer Affiliate or other third party, the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between you and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") you enter into with the Lender to finance your purchase of the Products. You acknowledge and agree that when you execute the Financing Agreement, the Lender is prepaying Samsara for the Products on your behalf and such prepayment is final

and cannot be refunded by Samsara unless otherwise provided under these Terms. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights against Samsara as limited by these Terms, or Samsara's obligations to you under these Terms. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If you have any claim against or dispute with Samsara, you may not take action by reason of such claims against Lender. If you are purchasing through a Lender, Samsara may terminate your access to the Products should you breach these Terms or the terms of the Financing Agreement. Any Refunds issued by Samsara under these Terms for Product purchases financed under a Financing Agreement may in Samsara's sole discretion be remitted to the Lender, and any impact such remittance may have on your remaining payment obligations to Lender is governed by the Financing Agreement. Subject to the other terms of this Section (Financed Purchases and Other Payment Arrangements), in the event Samsara consents, in its sole discretion, to granting Customer's request for payment under an Order Form to be made by a Customer Affiliate, Lender, or any other third party authorized by Customer to make purchases or payments on behalf of Customer ("Payment Arrangement"), Customer represents and warrants that (i) such Payment Arrangements are made for legitimate business purposes and are in compliance with all applicable laws, including but not limited to tax laws, and (ii) Customer remains directly liable for all obligations, including all payment obligations, under these Terms and such Order Form. Except to the extent legally prohibited from taking on indemnification obligations and subject to the limits of section 768.28, Florida Statutes and without in any manner waiving its sovereign immunity, Customer agrees to indemnify, defend, and hold harmless Samsara against any liabilities, damages, demands, losses, claims, costs, fees (including legal fees), and expenses related to such Payment Arrangements.

21.6 Contact Information. If you have any questions about these Terms or the Products, please contact Samsara at info@samsara.com.

21.7 Insurance. During the term of this Agreement, Samsara shall maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 each occurrence, \$1,000,000 aggregate, with primary and non-contributory coverage and with Village of Wellington named as additional insured; (ii) Professional Liability of at least \$1,000,000; (iii) Cyber Liability of at least \$1,000,000; (iv) Automobile Liability of at least \$1,000,000 combined single limit and with Village of Wellington named as additional insured but only if Samsara will be on site; and (d) Workers' Compensation complying with applicable statutory requirements. Samsara will provide Customer with copies of certificates of insurance upon request.

21.8 Data Security, Customer Data, and Cyber Insurance.

- (a) Samsara will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Samsara will review and test such safeguards on no less than an annual basis.
- (b) Customer shall maintain, in connection with the operation or use of the Products and Services, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- (c) Each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of Customer Data or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the Customer Data and the nature of the

Customer Data being protected. If necessary, the parties will cooperate to document these measures taken.

- (d) Samsara's cyber liability coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Samsara in this Agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

21.9 **Availability of Funds.** Notwithstanding anything in this Agreement to the contrary, Customer's obligations hereunder are subject to the availability of funds lawfully appropriated by Wellington's Council for such purpose and if such funds are not so appropriated, this Agreement shall terminate immediately without liability for damages, penalties or charges to Customer except those incurred up to the date of termination.

21.10 **Binding Effect.** This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective successors and assigns.

21.11 **Compliance with Laws.** Samsara agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances, including Wellington policies, now in effect or hereafter enacted that are applicable in any way to the performance of Samsara's obligations under this Agreement.

21.12 **Construction and Severability.** This Agreement shall not be construed against the party who drafted it, as each party to this Agreement has had the opportunity to have their business and legal experts review the adequacy of the same. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed stricken and the remaining provisions will remain valid and shall continue in full force and effect.

21.13 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21.14 **Drugs and Alcohol.** The illegal use, possession, sale, manufacture, or distribution of drugs or alcohol is prohibited on Wellington property. Any misuse of drugs or alcohol by Samsara, its employees, officers, agents, or representatives in connection with this Agreement is prohibited and may be reported to the appropriate authorities.

21.15 **E-Verify.** Compliance with FS 448.095 - Customer requires all vendors and consultants, contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All vendors and contractors performing work for Customer are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

21.16 **Independent Contractor.** Samsara and Customer shall each be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between Samsara and Customer. Each party acknowledges and agrees that it neither has nor shall give the appearance or impression of having legal authority to bind or commit the other party in any way.

21.17 **Legal Authority.** Each Party to this Agreement represents, warrants, and covenants as follows:

- (a) They have the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.
- (b) This Agreement, when executed and delivered shall be a legal, valid, and binding obligation enforceable against the other Party in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency, or other similar laws affecting creditors' rights generally.
- (c) The execution, delivery, and performance of this Agreement by each Party does not violate or cause a breach of any other agreements or obligations to which the Parties are bound, and no approval or other action by any governmental entity or agency is required in connection herewith.
- (d) Each of the foregoing representations, warranties, and covenants shall be true at all times during the term hereof. The Parties acknowledge that each of such representations, warranties, and covenants are deemed to be material; and have been relied upon by the other Party.

21.18 Licenses and Approvals. Samsara represents that it has all required local, state, and federal permits, licenses, and approvals necessary or required for Samsara to perform the work or services contemplated herein.

21.19 Non-Discrimination. Samsara shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Samsara shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Samsara shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility. Samsara's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

21.20 Notice. Whenever any notice is required to be given under this Agreement, such notice shall be in writing and addressed as set forth in this section. Notice shall be either (a) hand delivered or (b) mailed by registered or certified mail (postage prepaid), return receipt requested. Notice shall be deemed to have been duly delivered when personally delivered, or when delivered by U.S. Mail or courier service, as shown by the return receipt.

If to Customer: Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414
Attn: Chief Information Officer

With a copy to: Village of Wellington
12300 Forest Hill Boulevard
Attn: Village Attorney

If to Samsara: Samsara, Inc.
1 De Haro Street
San Francisco, CA 94107
Attn:

21.21 Palm Beach County Office of Inspector General. In accordance with Palm Beach County Ordinance number 2011-009, Samsara understands that any contract that results from this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Samsara has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

21.22 Paragraph Headings. The headings in this Agreement are solely for convenience of reference and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

21.23 Public Entity Crimes. No vendor or consultant may be a person or affiliate identified on the Department of General Services "Convicted Vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from the public contracting and purchasing process because they have been found guilty of a public entity crime. Samsara shall comply with section 287.133, Florida Statutes, as is amended from time to time.

21.24 Public Records. Samsara shall comply with all requirements of Florida's public records law, Chapter 119, Florida Statutes. Specifically, Samsara shall:

- (a) Keep and maintain public records required by Customer to perform the services contemplated by this Agreement;
- (b) Upon request from Customer's custodian of public records, provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Samsara does not transfer the records to Customer; and
- (d) Upon completion of the Agreement, transfer, at no cost to Wellington all public records in possession of Samsara or keep and maintain public records required by Customer to perform the services contemplated by this Agreement. If Samsara transfers all public records to Customer upon completion of the contract, Samsara shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Samsara keeps and maintains public records upon completion of the Agreement, Samsara shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer, upon request from Customer's custodian of public records, in a format that is compatible with Customer's information technology systems.

If Samsara fails to abide by the requirements of this section or the provisions of Chapter 119, Florida Statutes, Customer may, without prejudice to any other right or remedy, terminate this Agreement immediately, without further notice. **IF SAMSARA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO SAMSARA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-791-4118, or publicrecords@wellingtonfl.gov, or Clerk's Office, 12300 Forest Hill Blvd., Wellington, FL 33414.**

21.25 Scrutinized Companies. Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement, Samsara certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than \$1 million, Samsara further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates,

suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If Customer determines, using credible information available to the public, that Samsara has submitted a false certification, Customer may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

21.26 Sexual Abuse and Harassment. Customer prohibits sexual abuse and harassment of any kind. Anyone who engages in abusive or harassing conduct will be immediately removed from Wellington property and reported to the appropriate authorities.

21.27 Taxes. Samsara is solely responsible for the payment of any and all pertinent federal, state or local business, employment, self-employment, workers' compensation or income taxes or other assessments levied by governmental authorities on any monies earned as a result of their contractual relationship with Customer. Samsara agrees to reimburse Customer for any claim or assessment, including interest and penalties, by any taxing authority arising from this paragraph. Additionally, Samsara is not eligible to benefit from Customer's Tax Exempt Status. As such, Samsara is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of Samsara's obligations under this Agreement.

21.28 Third Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of Wellington or Samsara.

21.29 Waiver. The failure of Customer at any time to require performance by Samsara of any term of this Agreement shall in no way affect the right of Customer thereafter to enforce same. Nor shall waiver by Customer of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by Customer. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

AFFIDAVIT OF VENDOR/CONTRACTOR

STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned, personally appeared _____ (Name of Affiant), who, first being duly sworn, deposes and says:

1. I have personal knowledge of the facts in this affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.

2. I am the officer or agent of the business entity named below and make this affidavit to comply with section 787.06, Florida Statutes.

3. The business entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

5. Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

Affiant Name: _____

Signature: _____

Title: _____

Business Entity Name: _____

Date: _____, 20____

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ (Name of Affiant), as _____ (Title) of _____ (Name of Business Entity), who is personally known to me or who has produced _____, as identification.

NOTARY PUBLIC, State of: _____

Printed Notary Name: _____

My Commission Expires: _____

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

(Pursuant to Section 287.138, Florida Statutes)

STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned, personally appeared _____ (Name of Affiant) of _____ (name of entity), who, first being duly sworn, deposes and says:

1. I have personal knowledge of the facts in this affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.
2. I am the officer or agent of the business entity named below and make this affidavit to comply with section 287.138, Florida Statutes.
3. I certify that the business entity named below does not provide access to an individual's personal identifying information to any entity that:
 - a) is owned by the government of a foreign country of concern;
 - b) has provided a foreign country of concern a controlling interest; or
 - c) is organized under the laws of or has its principal place of business in a foreign country of concern.
4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.
5. Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

Affiant Name: _____

Signature: _____

Title: _____

Business Entity Name: _____

Date: _____, 20____

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ (Name of Affiant), as _____ (Title) of _____ (Name of Business Entity), who is personally known to me or who has produced _____, as identification.

NOTARY PUBLIC, State of: _____

Printed Notary Name:

My Commission Expires: