

## **RESOLUTION NO. 2024-180**



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, APPROVING A FIVE-YEAR AGREEMENT, SUBJECT TO ANNUAL APPROPRIATION, WITH SAMSARA INC., FOR THE PURCHASE OF FLEET AND ASSET TRACKING SOFTWARE AND LICENSING IN THE FIRST-YEAR AMOUNT OF \$30,208.60 AND \$64,785.60 FOR THE SUBSEQUENT FOUR YEARS; AUTHORIZING THE CITY MANAGER TO EXECUTE APPROPRIATE AGREEMENTS AND PROVIDE FOR PAYMENT ON THE CITY'S BEHALF; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, City staff has determined, and the City Council concurs, that it is necessary to purchase and acquire software and licensing for GPS fleet tracking; and

**WHEREAS**, City staff has recommended the acquisition of Samsara fleet and tracking software through Samsara Inc., under a five-year agreement, subject to appropriations, utilizing cooperative purchasing from Sourcewell Cooperative purchasing agreement 020221-SAM; and

**WHEREAS**, the City Council of the City of Farmers Branch, Texas, upon full review and consideration of the proposed procurement and all matters related thereto, is of the opinion and finds that the agreement should be accepted and that the City Manager, or designee, should be authorized to accept the quotes and accomplish the purchase of the items and services described therein, which the Council finds and determines are in the best interests of the citizens of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THAT:**

**SECTION 1:** The City Manager is hereby authorized to accept and approve a five-year agreement, subject to appropriations, with Samsara Inc. for fleet and asset tracking software and licensing, under Sourcewell Contract 020221-SAM in the first-year amount of \$30,208.60 and \$64,785.60 for the subsequent four years, and is further authorized provide for payment and to sign on the City's behalf any necessary or appropriate documents and accept and approve such contract amendments as the City Manager deems reasonable, necessary, and in the public interest, in compliance with applicable law and City policy, and, in the case of an increase in contract price, subject to the availability of funds.

**SECTION 2.** This Resolution shall become effective immediately from and after its passage as the law and charter in such cases provide.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 22ND DAY OF OCTOBER, 2024.**

**ATTEST:**

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Stacy Henderson, City Secretary

**APPROVED:**

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Terry Lynne, Mayor

**APPROVED AS TO FORM:**

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Whitt Wyatt, City Attorney



This Master License and Services Agreement is entered into as of \_\_\_\_\_ ("Effective Date"), by and between Samsara Inc., a Delaware corporation, with its principal place of business located at 1 De Haro Street, San Francisco, CA 94107 ("Samsara") and City of Farmers Branch, a Government Municipality, and its Affiliates who enter into Order Forms (for each such Affiliate, solely with respect to Order Forms entered into it by it and for so long as it remains a Customer Affiliate), with its principal place of business located at 13000 William Dodson Pkwy, Farmers Branch, TX 75234 ("Customer" and, collectively with Samsara, the "Parties"). This Master License and Services Agreement, including the Licenses and Services Terms and any Exhibits attached hereto or subsequently entered into by and between the Parties (collectively this "Agreement"), sets forth the terms and conditions pursuant to which Customer will access certain Samsara solutions and contract for certain services from Samsara.

## SAMSARA LICENSE AND SERVICES TERMS

1. **Certain Definitions.** The following capitalized terms will have the meanings indicated below unless otherwise specifically defined in any Exhibits hereto.

1.1 **"Account"** means the accounts Customer create, via the Hosted Software, to access Customer Data.

1.2 **"Affiliates"** 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.

1.4 **"Authorized User"** means Customer's employees and/or contractors whom Customer authorizes to use the licensed Samsara Software strictly on its behalf.

1.5 **"Customer Data"** means Customer-specific data captured by any installed Hardware, data submitted by Customer or by a third party (including from or through Non-Samsara Products) on Customer's behalf 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.

1.6 **"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.

1.7 **"Equipment"** means the vehicle, equipment, asset, building, structure, or item into which Hardware is installed.

1.8 **"Firmware"** means software embedded in or otherwise running on the Samsara Hardware.

1.9 **"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.,

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

1.11 **"Hosted Software"** means Samsara's cloud-hosted software platform, including the interface accessed online.

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

1.13 **"License Expiration Date"** means (a) the later of (i) the original license termination date set forth in the applicable Order Form Customer entered into for the original purchase of the Products or under which Products were originally made available to Customer ("Initial Term"), and (ii) the end of the then-active Renewal Term; 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 this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, three (3) years from the License Start Date.

1.14 **"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 is shipped to Customer under the applicable Order Form, such Samsara Software license will be activated on the 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.

1.15     **“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.

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

1.17     **“Order Form”** means the applicable Quote or Purchase Order. By entering into an Order Form hereunder, a Customer Affiliate agrees to be bound by the terms of this Agreement as if it were Customer, and Customer and the applicable Customer Affiliate are jointly and severally liable under such Order Form.

1.18     **“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.

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

1.20     **“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.

1.21     **“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.

1.22     **“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.

1.23     **“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 the terms of this Agreement 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.

1.24     **“Renewal Term”** means any renewal license term of the applicable Products after the Initial Term. If Customer’s

license term is renewed 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, this Agreement shall apply to such use.

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

1.26     **“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.

1.27     **“Services”** means the Samsara Software and Professional Services.

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

1.29     **“Support Services”** means the customer support services described at <https://www.samsara.com/support> and Documentation, but excluding any Professional Services.

2.     Agreement to Terms. By signing this Agreement, or by executing an Order Form that references this Agreement, Customer agrees to be bound by the terms of this Agreement. Customer represents and warrants that it has the authority to sign this Agreement and that it otherwise has no other obligations that conflict with the terms contained herein. If Customer does not agree to the terms of this Agreement, Customer should not use the Products. Customer may not use the Products if Customer is Samsara’s direct competitor, as determined in Samsara’s sole discretion, except with prior written consent.

3.     Changes to Terms. Samsara may modify the terms of this Agreement at any time, in its sole discretion. If Samsara does so, it will notify Customer in writing. Should Customer continue to use the Products thirty (30) days after Samsara has provided such notice without written objection, Customer will be deemed to have accepted the modified Agreement. If Customer does not agree to be bound by the modified Agreement, then it must provide written objection within thirty (30) days of Samsara’s modification notice and may continue to use the Products under the unmodified Agreement for the remaining term set forth in the applicable Order Form.

4.     License. Subject to the terms and conditions specified in this Agreement 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 this Agreement. The Support Services specified in Exhibit A 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 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 Products, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Products; (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; or (xiii) 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. 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, 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 associated Samsara Software that Customer has ordered from Samsara in accordance with this Agreement prior to the applicable License Expiration Date without offering to replace them with an updated or comparable version or model, Customer 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 Offering; and (iii) except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to, without limitation defend, indemnify, and hold harmless Samsara from any third party claims arising from or related to, directly or

indirectly, the Pre-Launch Offerings. 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 this Agreement.

7.3 **Feedback.** Customer agrees to use commercially reasonable efforts to provide feedback to Samsara regarding the Products upon request and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, “**Feedback**”) provided by Customer to Samsara related to the Products. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in such Feedback to Samsara, 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 year 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). 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 this Agreement. 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, 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 and that any individual accepting delivery at that address is authorized to do so on Customer’s behalf. 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, and providing the Products, including for statistical reporting and use. The foregoing right to use

Customer Data shall survive the termination of this Agreement, 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 this Agreement 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 warrant 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 in accordance with this Agreement (ii) no Customer Data 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, CUSTOMER AGREES 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 The "Data Protection Addendum" at <https://www.samsara.com/legal/data-protection-addendum> reflects the Parties' agreement with respect to the terms governing any Processing of Personal Data (as defined therein) by Samsara on the Customer's behalf in relation to this Agreement.

## 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, 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 employees, agents, or third party service providers of receiving Party in performing under this Agreement 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 this Agreement or as authorized by the disclosing Party. Notwithstanding anything to the contrary in this Agreement, 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 Samsara Software.** Samsara and its licensors exclusively own all right, title and interest in and to Samsara Software, including all associated intellectual property rights. Customer acknowledges that the Samsara Software is 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 Samsara Software to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under this Agreement. 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 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 this Agreement. 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, without limitation, 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 and logo 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, trademarks, or logos in any other way without Customer’s prior 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 this Agreement begins upon the Effective Date and shall continue until the License Expiration

Date for the last active Order Form or until otherwise terminated earlier as provided hereunder.

16.1 Termination for Material Breach. Either Party may terminate this Agreement upon a material breach by the other Party if such breach remains uncured for a period of thirty (30) days following receipt of written notice. If Customer materially breaches this Agreement, Samsara may terminate access to and use of the Services, at its sole discretion, until the breach is cured. If Samsara materially breaches this Agreement and such breach remains uncured after thirty (30) days, Customer will be entitled to provide a notice of termination and request a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date.

16.2 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 the Agreement, the following Sections of this Agreement will survive: 5 (Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 20 (Class Action Waiver), 21 (Governing Law), and 22 (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 the 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 SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT 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.

18.2 Cap. EXCEPT FOR (i) ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN, (ii) CUSTOMER'S BREACH OF SECTION 5 (LICENSE RESTRICTIONS), (iii) A BREACH OF SECTION 7.2 OR SECTION 10.2 BY CUSTOMER, AND (iv) CUSTOMER'S PAYMENT OBLIGATIONS UNDER AN ORDER FORM, 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 THIS AGREEMENT 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).

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

19. Class Action Waiver. Except to the extent prohibited by applicable law, any proceedings to arbitrate or resolve any dispute arising from or relating to this Agreement or Customer's use of the Products in any forum will be conducted solely on an individual basis and not as a class action, consolidated action, private attorney general action, or other representative action. Customer expressly waives its right to file a class action, participate in a class action, or seek relief on a class basis. Unless Samsara agrees in writing otherwise, the arbitrator or other adjudicator will not consolidate more than one person or entity's claims.

20. Governing Law. This Agreement 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 related to this Agreement or Customer use of the Products will be the state and federal courts located in or nearest to 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. This Agreement together with any amendments or addenda thereto and any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and Customer regarding the Products, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Samsara and Customer regarding the Products. 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 the terms of this Agreement, then the terms of the Order Form controls over the terms of this Agreement; 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 this Agreement 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 this Agreement, 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 this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

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, or otherwise improper conduct towards Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation, please email [abuse@samsara.com](mailto:abuse@samsara.com) or submit an anonymous concern via [samsara-external.ethicspoint.com](mailto:samsara-external.ethicspoint.com).

21.3 Assignment. Customer may not assign or transfer this Agreement, by operation of law or otherwise, without Samsara's prior written consent. Any attempt by Customer to assign or transfer this Agreement, without such consent, will be null. Samsara may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their successors and permitted assigns.

21.4 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.

21.5 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached this Agreement, for any failure to perform or delay in performing its obligations under this Agreement due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara'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.

21.6 Financed Purchases and Other Payment Arrangements. If Customer is accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation Customer may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between Customer and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") Customer enters into with the Lender to finance Customer's purchase of the Products. Customer acknowledges and agrees that when Customer executes the Financing Agreement, the Lender is prepaying Samsara for the Products on Customer's behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under this Agreement. Customer accepts the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect Customer's rights against Samsara as limited by this Agreement, or Samsara's obligations to Customer under this Agreement. If Customer chooses to discontinue use of the Products for any reason, Customer will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If Customer has any claim against or dispute with Samsara, Customer may not take action by reason of such claims against Lender. If Customer is purchasing through a Lender, Samsara may terminate Customer's access to the Products should Customer breach this Agreement or the terms of the Financing Agreement. Any Refunds issued by Samsara under this Agreement for Product purchases financed under a Financing Agreement shall be remitted to the Lender, and any impact such remittance may have on Customer's 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 this Agreement and such Order Form.

21.7 Notices. Any notices provided under this Agreement must be made in writing. Notices to Samsara must be made via email to the email address below. Courtesy copies to either Party may optionally be provided to the office address set forth below via: (i) personal delivery, (ii) overnight courier delivery, or (iii) registered or certified mail, return receipt requested. If a different San Francisco, California, USA headquarters address

for Samsara is provided on Samsara's website at <https://www.samsara.com/company/contact/> than the address set forth below, such different address should be used instead, with attention to the Legal Team.

Samsara Inc.  
Email: [legalnotices@samsara.com](mailto:legalnotices@samsara.com)  
Telephone: (415) 985-2400  
Address: Attn: Legal Team, 1 De Haro Street, San Francisco, CA 94107

City of Farmers Branch  
Name: Ben Williamson  
Email: [benjamin.williamson@farmersbranchtx.gov](mailto:benjamin.williamson@farmersbranchtx.gov)  
Telephone: (972) 919-2515  
Address: 13000 William Dodson Pkwy.  
Farmers Branch, TX 75234

21.8 Remedies. Either party's failure to enforce any right or provision of this Agreement 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 this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

21.9 Sovereign Immunity. The parties agree that the Customer has not waived its sovereign immunity by entering into and performing its obligations under this Agreement, and is subject to suit and liability only to the extent provided for pursuant to Texas law.

[END OF TERMS AND CONDITIONS]

**IN WITNESS WHEREOF**, the Parties have executed this Master License and Services Agreement effective as of the Effective Date, which if not specified earlier in this Agreement shall be the later date set forth below.

## **SIGNATURES**

---

City of Farmers Branch

Samsara Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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1 De Haro Street  
San Francisco, CA 94107  
www.samsara.com

## QUOTE #Q-1519859

Issued 09-09-2024

Expires 09-05-2024

### Prepared For:

City of Farmers Branch  
13000 William Dodson Pkwy  
Farmers Branch, Texas  
75234-6253

### Prepared By:

Andrew Kent  
andrew.kent@samsara.com

## Quote Summary

### Subtotal

Hardware and Accessories	USD \$0.00
<hr/>	
Licenses	
License Term – 60	
Months	
Shipping and Handling	USD \$423.00
Upfront Hardware Sales Tax	USD \$0.00
Annual License Sales Tax	USD \$0.00
Subsidy Amount	USD - \$35,000
Invoice 1	USD \$30,208.60
Invoice 2	USD \$64,785.60
Invoice 3	USD \$64,785.60
Invoice 4	USD \$64,785.60
Invoice 5	USD \$64,785.60

If shipping is "Pending" - Amount is pending due to size of order, Shipping and Handling subject to change.  
If Sales tax is "Pending" – Final amount will be provided prior to payment  
\*3% fee charged on non-ACH charges (Canada Exempt)  
\*Sales tax subject to change



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**SHIP TO** kevin Reinartz  
13333 Davis Ct  
Dallas, Texas, 75234-0002  
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG55 HW-VG55-NA	180	\$0.00	\$0.00
VG5x Aux Cable CBL-VG-CAUX	100	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	80	\$0.00	\$0.00
Powered asset gateway HW-AG26	80	\$0.00	\$0.00
AG51 Unpowered Asset Gateway HW-AG51	70	\$0.00	\$0.00
Mounting Bracket for AG51, AG52, and AG53 ACC-AG-BMNT	70	\$0.00	\$0.00
AG J1939 9pin cable CBL-AG-A9PIN	25	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	20	\$0.00	\$0.00
		Hardware Due	USD\$0.00

License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	180	\$234.60
Plus License for Powered Asset Gateways LIC-AG-PWR-PLUS	80	\$192.72
License for Unpowered Asset Tracker LIC-AG-UNPWR	70	\$102.00
	Annual License Due	\$64,785.60



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[www.samsara.com](http://www.samsara.com)

## Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

### What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

### Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

### License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships.

Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.



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San Francisco, CA 94107  
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Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for 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 license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

## Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at [www.samsara.com/support/hardware-warranty](http://www.samsara.com/support/hardware-warranty). Additional support information can be found at [www.samsara.com/support](http://www.samsara.com/support).

## Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms



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San Francisco, CA 94107  
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or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you 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 Terms of Service or this Order Form.

## Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-



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approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

**Signature** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_



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