

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated _____ and is between
3 Samsara, Inc., a Delaware corporation (“Contractor” or Samsara”), and the County of Fresno, a
4 political subdivision of the State of California (“County” or “Customer”).

5 **Recitals**

6 A. The County has an immediate need for active fleet telematic global position systems
7 (GPS) and associated hardware to assist in theft prevention.

8 B. The County has over 1,500 assets that range from light to heavy-duty and the
9 Contractor, as an operations platform and technology company, has equipment and software
10 that can meet the various GPS needs of the County.

11 C. The County’s Purchasing Manual allows the County to utilize contracts that have been
12 competitively bid by other government agencies and cooperative purchasing groups, including
13 Sourcewell.

14 D. The County is able to obtain preferential pricing through Sourcewell.

15 E. The Contractor was awarded Sourcewell contract No. 020221-SAM (“Cooperative
16 Agreement”), which is made available by Sourcewell and is based upon the Contractor’s
17 response to the Request for Proposal No. 020221.

18 F. The Contractor agrees to provide pricing to the County that is equivalent or better than
19 the pricing offered under the Cooperative Agreement and agrees to abide by the terms as set
20 forth within the Cooperative Agreement for the entirety of this Agreement.

21 G. The County now desires to engage the Contractor through the competitively bid terms of
22 the Cooperative Agreement to provide active fleet telematic GPS and associated hardware and
23 licenses, which allows for real-time fleet management vehicles tracking services, tailored
24 equipment that can be used for assets with and without their own power source, and motion
25 activated sensors with customizable notification settings for theft prevention.

26 The parties therefore agree as follows:
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1 **Article 1**

2 **Contractor's Services**

3 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
4 Exhibit A to this Agreement, titled "Scope of Services."

5 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
6 able to perform all of the services provided in this Agreement.

7 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
8 applicable federal, state, and local laws and regulations in the performance of its obligations
9 under this Agreement, including but not limited to workers compensation, labor, and
10 confidentiality laws and regulations.

11 **Article 2**

12 **County's Responsibilities**

13 2.1 The County shall provide a County representative who will serve as point of contact
14 for the Contractor in the fulfillment of its duties under this Agreement ("County Representative").
15 The County Representative will be the County Internal Services Department's Fleet Services
16 (ISD-Fleet) Manager, and/or their designee. Upon the execution of this Agreement, the
17 Contractor shall provide the County Representative its contact person on behalf of the
18 Contractor.

19 2.2 The County shall contact the Contractor on an as-needed basis to request services
20 and/or hardware, the process of which is described in Exhibit A.

21 **Article 3**

22 **County and Contractor Responsibilities**

23 3.1 **Samsara Master License and Service Terms.** The County and the Contractor will
24 follow present practices as outlined in Exhibit F.

25 3.2 **Data Security.** The County and the Contractor will follow present practices as
26 outlined in Exhibit E.

1 **Article 4**

2 **Compensation, Invoices, and Payments**

3 4.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
4 the performance of its services under this Agreement as described in Exhibit B to this
5 Agreement, titled "Compensation."

6 4.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
7 during the first year of this Agreement is \$393,971, the total of which includes a twenty percent
8 buffer for any additional licenses and/or services the County may request from the Contractor
9 on an as-needed basis. The maximum compensation payable to the Contractor for the second
10 year of this Agreement is \$271,499. The maximum compensation payable to the Contractor for
11 the third year of the Agreement is \$271,499. The total maximum compensation payable to the
12 Contractor under this Agreement is \$936,969 for the entire possible three-year term as set forth
13 in Exhibit B. In the event the total maximum compensation amount for each year is not fully
14 expended, the remaining unspent funding amounts shall roll over to each subsequent term's
15 established maximum compensation.

16 The Contractor acknowledges that the County is a local government entity and does so with
17 notice that the County's powers are limited by the California Constitution and by State law, and
18 with notice that the Contractor may receive compensation under this Agreement only for
19 services performed according to the terms of this Agreement and while this Agreement is in
20 effect, and subject to the maximum amount payable under this section. The Contractor further
21 acknowledges that County employees have no authority to pay the Contractor except as
22 expressly provided in this Agreement.

23 4.3 **Invoices.** The Contractor shall submit invoices referencing the provided agreement
24 number to 4551 E. Hamilton Ave Fresno, CA 93702, fleetservices@fresnocountyca.gov. The
25 Contractor shall submit each invoice within 60 days after the month in which the Contractor
26 performs services and in any case within 60 days after the end of the term or termination of this
27 Agreement.

1 United States mail, by an overnight commercial courier service, or by Portable Document
2 Format (PDF) document attached to an email.

3 (A) A notice delivered by personal service is effective upon service to the recipient.

4 (B) A notice delivered by first-class United States mail is effective three County
5 business days after deposit in the United States mail, postage prepaid, addressed to the
6 recipient.

7 (C) A notice delivered by an overnight commercial courier service is effective one
8 County business day after deposit with the overnight commercial courier service,
9 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
10 the recipient.

11 (D) A notice delivered by PDF document attached to an email is effective when
12 transmission to the recipient is completed (but, if such transmission is completed outside
13 of County business hours, then such delivery is deemed to be effective at the next
14 beginning of a County business day), provided that the sender maintains a machine
15 record of the completed transmission.

16 6.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
17 nothing in this Agreement establishes, waives, or modifies any claims presentation
18 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
19 of Title 1 of the Government Code, beginning with section 810).

20 **Article 7**

21 **Termination and Suspension**

22 7.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
23 contingent on the approval of funds by the appropriating government agency. If sufficient funds
24 are not allocated, then the County, upon at least 30 days' advance written notice to the
25 Contractor, and subject to the terms of Exhibit F, may:

26 (A) Modify the services provided by the Contractor under this Agreement; or

27 (B) Terminate this Agreement.

28 7.2 **Termination for Breach.**

1 (A) Upon determining that a breach (as defined in paragraph (C) below) has
2 occurred, the County may give written notice of the breach to the Contractor. The written
3 notice may suspend performance under this Agreement, and must provide at least 30
4 days for the Contractor to cure the breach.

5 (B) If the Contractor fails to cure the breach to the Party's mutual agreement within
6 the time stated in the written notice, which shall not be less than the 30-day cure period,
7 the County may terminate this Agreement immediately.

8 (C) For purposes of this section, a breach occurs when, in the determination of the
9 County, the Contractor has:

10 (1) Obtained or used funds illegally or improperly;

11 (2) Failed to materially comply with any part of this Agreement; or

12 (3) Knowingly submitted a substantially incorrect or incomplete report to the
13 County.

14 **7.3 No Penalty or Further Obligation.** Any termination of this Agreement by the County
15 under this Article 6 is without penalty to or further obligation of the County.

16 **Article 8**

17 **Independent Contractor**

18 **8.1 Status.** In performing under this Agreement, the Contractor, including its officers,
19 agents, employees, and volunteers, is at all times acting and performing as an independent
20 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
21 venturer, partner, or associate of the County.

22 **8.2 Verifying Performance.** The County has no right to control, supervise, or direct the
23 manner or method of the Contractor's performance under this Agreement, but the County may
24 verify that the Contractor is performing according to the terms of this Agreement.

25 **8.3 Benefits.** Because of its status as an independent contractor, the Contractor has no
26 right to employment rights or benefits available to County employees. The Contractor is solely
27 responsible for providing to its own employees all employee benefits required by law. The
28 Contractor shall save the County harmless from all matters relating to the payment of the

1 Contractor's employees, including compliance with Social Security withholding and all related
2 regulations.

3 8.4 **Services to Others.** The parties acknowledge that, during the term of this
4 Agreement, the Contractor may provide services to others unrelated to the County.

5 **Article 9**

6 **Indemnity and Defense**

7 9.1 **Indemnity.** The Contractor agrees to indemnify and at the County's request defend
8 the County, its officers, agents, and employees from any and all costs and expenses (including
9 attorney's fees and costs), direct damages, liabilities, and actual losses involving Cyber Risks,
10 occurring or resulting to the County in to the extent and proportion directly arising from the
11 negligent performance, or failure to perform, by the Contractor, its officers, agents, or
12 employees under this Agreement.

13 9.2 The County agrees to indemnify, save, hold harmless, and at the Contractor's
14 request, defend the Contractor, its officers, agents, and employees from any and all costs and
15 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
16 occurring or resulting to the Contractor in connection with the performance, or failure to perform,
17 by the County, its officers, agents, or employees under this Agreement, and from any and all
18 costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and
19 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged
20 by the performance, or failure to perform, of the County, its officers, agents, or employees under
21 this Agreement.

22 9.3 In the event of a third party claim of alleged infringement of patent rights, copyright,
23 trade secret rights, or intellectual property rights directly related to the services, software or
24 Equipment and services provided by the Contractor, to the fullest extent permitted by law, the
25 Contractor agrees to and shall indemnify and defend, at its own expense, any action brought
26 against the County, to the extent that it is based on a claim that the Software supplied by the
27 Contractor infringes a United States patent or copyright, and the Contractor will pay those costs
28 and damages finally awarded against the County in any such action that are attributable to any

1 such claim; provided, such defense and payments are conditioned on the following: (1) that the
2 Contractor shall be promptly notified in writing by the County following its receipt of any such
3 claim; (2) that the Contractor shall have sole control of the defense of any action on such claim
4 and all negotiations for its settlement or compromise; (3) should the Software become, or in the
5 Contractor's opinion is likely to become, the subject of a claim of infringement of a United States
6 patent or copyright, then County shall permit the Contractor, at the Contractor's option and
7 expense, either to (A) procure for the County a non-infringing license to use the Software; (B)
8 modify the Software so that it becomes non-infringing; (C) procure for the County a depreciated
9 credit for the Software and accept its return. Depreciation shall be an equal amount per year
10 over the lifetime of the Software, which the parties agree shall be five (5) years. The Contractor
11 shall have no liability to the County under any provision of this clause with respect to any claim
12 of patent or copyright infringement that is based on the County's unauthorized use or
13 combination of the Software with software or data not supplied by the Contractor as part of the
14 Software.

15 9.4 **Survival.** This Article 9 survives the termination of this Agreement.

16 **Article 10**

17 **Insurance**

18 10.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
19 Agreement.

20 **Article 11**

21 **Inspections, Audits, and Public Records**

22 11.1 **Inspection of Documents.** The Contractor shall make available to the County, and
23 the County may electronically examine at most once per year upon 60 days' written notice and
24 at the County's expense, all of the Contractor's records with respect to the matters directly
25 related to this Agreement, excluding attorney-client privileged communications. The Contractor
26 shall, upon request by the County, permit the County to audit and inspect all of such records to
27 ensure the Contractor's compliance with the terms of this Agreement.

1 11.2 **State Audit Requirements.** If the compensation to be paid by the County under this
2 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
3 California State Auditor, as provided in Government Code section 8546.7, for a period of three
4 years after final payment under this Agreement. This section survives the termination of this
5 Agreement.

6 11.3 **Public Records.** The County is not limited in any manner with respect to its public
7 disclosure of this Agreement or any record or data that the Contractor may provide to the
8 County. The County's public disclosure of this Agreement or any record or data that the
9 Contractor may provide to the County may include but is not limited to the following:

10 (A) The County may voluntarily, or upon request by any member of the public or
11 governmental agency, disclose this Agreement to the public or such governmental
12 agency.

13 (B) The County may voluntarily, or upon request by any member of the public or
14 governmental agency, disclose to the public or such governmental agency any record or
15 data that the Contractor may provide to the County, unless such disclosure is prohibited
16 by court order.

17 (C) This Agreement, and any record or data that the Contractor may provide to the
18 County, is subject to public disclosure under the Ralph M. Brown Act (California
19 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

20 (D) This Agreement, and any record or data that the Contractor may provide to the
21 County, is subject to public disclosure as a public record under the California Public
22 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning
23 with section 7920.200) ("CPRA").

24 (E) This Agreement, and any record or data that the Contractor may provide to the
25 County, is subject to public disclosure as information concerning the conduct of the
26 people's business of the State of California under California Constitution, Article 1,
27 section 3, subdivision (b).
28

1 (F) Any marking of confidentiality or restricted access upon or otherwise made with
2 respect to any record or data that the Contractor may provide to the County shall be
3 disregarded and have no effect on the County's right or duty to disclose to the public or
4 governmental agency any such record or data.

5 11.4 **Public Records Act Requests.** If the County receives a written or oral request
6 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
7 and which the County has a right, under any provision of this Agreement or applicable law, to
8 possess or control, then the County may demand, in writing, that the Contractor deliver to the
9 County, for purposes of public disclosure, the requested records that may be in the possession
10 or control of the Contractor. Within a commercially reasonable amount of time after the County's
11 demand, the Contractor shall (a) deliver to the County all of the requested records that are in
12 the Contractor's possession or control, together with a written statement that the Contractor,
13 after conducting a diligent search, has produced all requested records that are in the
14 Contractor's possession or control, or (b) provide to the County a written statement that the
15 Contractor, after conducting a diligent search, does not possess or control any of the requested
16 records. The Contractor shall cooperate with the County with respect to any County demand for
17 such records. If the Contractor wishes to assert that any specific record or data is exempt from
18 disclosure under the CPRA or other applicable law, it must deliver the record or data to the
19 County and assert the exemption by citation to specific legal authority within the written
20 statement that it provides to the County under this section. The Contractor's assertion of any
21 exemption from disclosure is not binding on the County, but the County will give at least 10
22 days' advance written notice to the Contractor before disclosing any record subject to the
23 Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County
24 for any court-ordered award of costs or attorney's fees under the CPRA that results from the
25 Contractor's delay, claim of exemption, failure to produce any such records, or failure to
26 cooperate with the County with respect to any County demand for any such records.

1 **Article 12**

2 **Disclosure of Self-Dealing Transactions**

3 12.1 **Applicability.** This Article 12 applies if the Contractor is operating as a corporation,
4 or changes its status to operate as a corporation.

5 12.2 **Duty to Disclose.** If any member of the Contractor’s board of directors is party to a
6 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
7 “Self-Dealing Transaction Disclosure Form” (Exhibit C to this Agreement) and submitting it to
8 the County before commencing the transaction or immediately after.

9 12.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is
10 a party and in which one or more of its directors, as an individual, has a material financial
11 interest.

12 **Article 13**

13 **General Terms**

14 13.1 **Modification.** Except as provided in Article 7, “Termination and Suspension,” this
15 Agreement may not be modified, and no waiver is effective, except by written agreement signed
16 by both parties. The Contractor acknowledges that County employees have no authority to
17 modify this Agreement except as expressly provided in this Agreement.

18 13.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
19 under this Agreement without the prior written consent of the other party.

20 13.3 **Governing Law.** The laws of the State of California govern all matters arising from
21 or related to this Agreement.

22 13.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
23 County, California. The Contractor consents to California jurisdiction for actions arising from or
24 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
25 brought and maintained in Fresno County.

26 13.5 **Construction.** The final form of this Agreement is the result of the parties’ combined
27 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
28

1 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
2 against either party.

3 13.6 **Days.** Unless otherwise specified, “days” means calendar days.

4 13.7 **Headings.** The headings and section titles in this Agreement are for convenience
5 only and are not part of this Agreement.

6 13.8 **Severability.** If anything in this Agreement is found by a court of competent
7 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
8 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
9 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original
10 intent.

11 13.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
12 not unlawfully discriminate against any employee or applicant for employment, or recipient of
13 services, because of race, religious creed, color, national origin, ancestry, physical disability,
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender
15 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
16 all applicable State of California and federal statutes and regulation.

17 13.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
18 of the Contractor under this Agreement on any one or more occasions is not a waiver of
19 performance of any continuing or other obligation of the Contractor and does not prohibit
20 enforcement by the County of any obligation on any other occasion.

21 13.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
22 between the Contractor and the County with respect to the subject matter of this Agreement,
23 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
24 publications, and understandings of any nature unless those things are expressly included in
25 this Agreement. If there is any inconsistency between the terms of this Agreement without its
26 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
27 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
28 exhibits.

1 13.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
2 create any rights or obligations for any person or entity except for the parties.

3 13.13 **Agent for Service of Process.** The Contractor represents to County that the
4 Contractor's agent for service of process in California, and that such agent's address for
5 receiving such service of process in California, which information the Contractor shall maintain
6 with the office of the California Secretary of State, is as follows:

7 **The Corporation Trust Company**

8 **330 N Brand Blvd.**

9 **Glendale, CA 91203**

10 **Los Angeles County**

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12 The Contractor further represents to the County that if the Contractor changes its agent for
13 service of process in California, or the Contractor's agent for service of process in California
14 changes its address for receiving such service of process in California, which changed
15 information the Contractor shall maintain with the office of the California Secretary of State, the
16 Contractor shall give the County written notice thereof within a commercially reasonable time
17 thereof pursuant to Article 6 of this Agreement.

18
19 13.14 **Authorized Signature.** The Contractor represents and warrants to the County that:

20 (A) The Contractor is duly authorized and empowered to sign and perform its
21 obligations under this Agreement.

22 (B) The individual signing this Agreement on behalf of the Contractor is duly
23 authorized to do so and his or her signature on this Agreement legally binds the
24 Contractor to the terms of this Agreement.

25 13.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by
26 electronic signature as provided in this section.

27 (A) An "electronic signature" means any symbol or process intended by an individual
28 signing this Agreement to represent their signature, including but not limited to (1) a

1 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
2 electronically scanned and transmitted (for example by PDF document) version of an
3 original handwritten signature.

4 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
5 equivalent to a valid original handwritten signature of the person signing this Agreement
6 for all purposes, including but not limited to evidentiary proof in any administrative or
7 judicial proceeding, and (2) has the same force and effect as the valid original
8 handwritten signature of that person.

9 (C) The provisions of this section satisfy the requirements of Civil Code section
10 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
11 Part 2, Title 2.5, beginning with section 1633.1).

12 (D) Each party using a digital signature represents that it has undertaken and
13 satisfied the requirements of Government Code section 16.5, subdivision (a),
14 paragraphs (1) through (5), and agrees that each other party may rely upon that
15 representation.

16 (E) This Agreement is not conditioned upon the parties conducting the transactions
17 under it by electronic means and either party may sign this Agreement with an original
18 handwritten signature.

19 13.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
20 original, and all of which together constitute this Agreement.

21 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Samsara, Inc.

COUNTY OF FRESNO

3 Adam Eltoukhy

4 [Adam Eltoukhy \(Sep 18, 2024 11:25 MDT\)](#)

5 Adam Eltoukhy, Executive Vice President,
6 Chief Legal Officer

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

7 1 De Haro Street
8 San Francisco, CA 94107

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

9
10 By: _____
Deputy

11 For accounting use only:

12 Org No.: 8910
13 Account No.: 7295
14 Fund No.: 1000
15 Subclass No.: 10000
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Exhibit A

Scope of Services

The Contractor shall supply active fleet telematic global position systems (GPS), associated hardware, and related services to the County. Definitions and Service Level expectations are defined herein.

The Contractor'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, and maintenance and phone support

1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings specified:

Change Control Process is defined as the process used by the County's Internal Services Department – Information Technology division to inform County staff of new or updated production use systems.

Products and Services is defined as the products and services made available to the County pursuant to this Agreement, which may include the Contractor's Products and Services accessible for use by the County on a subscription basis ("Software-as-a-Service" or "SaaS"), the Contractor professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

License is defined as the license granted under this Agreement, and the rights and obligations that it creates under the laws of the United States of America and the State of California.

Order or Statement of Work (SOW) is defined as a written order, proposal, or purchase document in which the Contractor agrees to provide and the County agrees to purchase specific Contractor Products and Services. Statement of Work (SOW) means a written order, proposal, or purchase document that is signed by both Parties and describes the Contractor's Products and Services to be provided and/or performed by the Contractor. Each Order or SOW shall

Exhibit A

1 describe the Parties' performance obligations and any assumptions or contingencies associated
2 with the implementations of the Contractor's Products and Services, as specified in each Order
3 or SOW placed hereunder.

4 Order Term is defined as the then-current duration of performance identified on each
5 Order or SOW, for which the Contractor has committed to provide, and the County has
6 committed to pay for, the Contractor's Products and Services.

7 Support is defined as the ongoing support and maintenance services performed by the
8 Contractor related to the Contractor's Products and Services as specified in each Order or SOW
9 placed between the Parties.

10 System is defined as the System Software and System Documentation, collectively,
11 including all modifications and enhancements.

12 System Software is defined as the Contractor's Products and Services provided and
13 hosted by the Contractor. System Software does not include operating system software, or any
14 other third-party software.

15 System Software Maintenance and Support is defined as software hosting for System
16 Software, regular software updates to System Software, and support provided for System
17 Software in case of errors, mistakes, or other technical difficulties.

18 2. **Warranties & Disclaimers.** The Contractor agrees that all services performed
19 under this Agreement will materially conform in all aspects with the requirements of this
20 Agreement and their specifications. The Contractor warrants that it takes all precautions that are
21 standard in the industry, in California, to increase the likelihood of a successful performance for
22 the Contractor's Products and Services.

23 Except as provided in herein provided, each Party hereby disclaims any and all other
24 warranties of any nature whatsoever whether oral and written, express or implied, including,
25 without limitation, the implied warranties of merchantability, title, non-infringement, and fitness
26 for a particular purpose. The Contractor does not warrant that the Contractor's Products and
27 Services will meet the County's requirements.

Exhibit A

1 3. **Contractor's Project Coordinator.** Upon execution of this Agreement, the
2 Contractor shall appoint a Project Coordinator who will act as the primary contact person to
3 interface with the County for the services discussed in this Agreement.

4 4. **Adding Additional Products/Licenses.** If/when the ISD Fleet Manager and/or
5 their designee deems it necessary to add new licenses and or products will contact the
6 Contractor's appointed Project Coordinator to manage the acquisition of said products and or
7 licenses.

8 5. **Technical Information.** The Contractor will provide technical information to the
9 County. Such information may cover areas regarding the software discussed in this Agreement,
10 third party software, and other matters considered relevant to the County by the Contractor.
11 Technical information will be provided at the discretion of the Contractor but will not be
12 unreasonably withheld.

13 6. **Operating System Updates.** The application must, within reason, run on a
14 County operating system that is consistently and currently supported by the operating system
15 vendor. No outdated or unsupported County operating system will be implemented on the
16 production network. The Contractor shall keep their software current in order to operate in this
17 environment. Patches may include critical operating system updates and security patches.

18 7. **Storage and Sending.** If any services specified in this Agreement are used to
19 store and/or send Confidential Information, the Contractor must be notified in writing, in advance
20 of the storage or sending. Should the County provide such notice, the County must ensure that
21 Confidential Information is stored behind a secure interface and that the Contractor's Products
22 and Services be used only to notify people of updates to the information that can be accessed
23 after authentication against a secure interface managed by the County.

24 8. **Data Sources.** Data uploaded into the Contractor's Products and Services must
25 be brought in from County sources (interactions with end users and opt-in contact lists). The
26 County cannot upload purchased contact information into the Contractor's Products and
27 Services without the Contractor's written permission and professional services support for list
28 cleansing. The Contractor certifies that it will not sell, retain, use, or disclose any personal

Exhibit A

1 information provided by the County for any purpose other than retaining, using, or disclosing
2 such personal information for the specific purpose of performing the services outlined within this
3 Agreement.

4 9. **Passwords.** Passwords are not transferable to any third party. The County is
5 responsible for keeping all passwords secure and all use of the Contractor's Products and
6 Services accessed through the County's passwords.

7 10. **County Feedback.** The County will provide feedback to the Contractor with any
8 suggestion, enhancement, request, recommendation, correction or other feedback provided by
9 the County relating to the use of the Contractor's Products and Services. The Contractor may
10 use such submissions as it deems appropriate in its sole discretion.

Samsara's Hosting Terms

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12 This Service Level Agreement (this "SLA") is subject to the Parties' Master License and
13 Services Agreement ("Agreement") and sets forth Samsara's obligations and Customers' rights
14 with respect to the performance of Samsara's Hosted Software.

15 1. Definitions. For purposes of this SLA, the following terms have the meaning ascribed
16 to each term below:

17 "Hosted Software Downtime" means when the Customer is unable to log into the Hosted
18 Software dashboard due to failure(s) in the Hosted Software, as confirmed by both Customer
19 and Samsara. Please note that individual Hardware device failures are not considered
20 Downtime but may be covered under Samsara's Hardware Warranty Policy set forth in the
21 Hardware Warranty Policy section in Exhibit F, pages F-12 through F-15. .

22 "Hosted Software Uptime" means the total number of minutes in a calendar month minus
23 the number of minutes of Hosted Software Downtime in a calendar month, divided by the total
24 number of minutes in a calendar month, expressed as a percentage.

25 "Service Credit" means the number of days of license to the Samsara Software that
26 Samsara will credit to Customer in the form of a monetary credit applied to Customer's invoice
27 after receipt of timely written notice of Samsara's failure to meet the Service Level Warranty, as
28 required by Section 3 herein (Customer Must Request Service Credit).

Exhibit A

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2 2. Service Level Warranty. During the applicable Order Form term, the Hosted Software
3 will have a Hosted Software Uptime of at least 99.99% in any calendar month (the “Service
4 Level Warranty”). If the Hosted Software Uptime does not meet the Service Level Warranty in
5 any calendar month, and if Customer is in compliance with its obligations under the Terms and
6 this SLA, then Customer will be eligible to receive a Service Credit as follows:

7

| Hosted Software Uptime (per month) | Number of Days of Service Credit |
|------------------------------------|----------------------------------|
| < 99.99% - ≥ 99.9% | 3 |
| < 99.9% - ≥ 99.0% | 7 |
| < 99.0% - ≥ 90.0% | 15 |
| < 90.0% | 30 |

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13 3. Customer Must Request Service Credit. In order to receive any of the Service Credits
14 described above, Customer must notify Samsara in writing within thirty (30) days from the time
15 Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement
16 will forfeit Customer’s right to receive a Service Credit.

17 4. Maximum Service Credit. The aggregate maximum amount of Service Credit to be
18 issued by Samsara to Customer for all Hosted Software Downtime that occurs in a single
19 calendar month will not exceed thirty (30) days.

20 5. Exclusions. The Service Level Warranty does not apply to any Products that expressly
21 exclude this Service Level Warranty (as stated in the Documentation for such Products) or any
22 Hosted Software Downtime caused in part or in full by any of the following: (i) strikes, shortages,
23 riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor
24 conditions, earthquakes, material shortages, epidemic, disease, failure of utilities or
25 communication or electronic systems, or any other causes that are beyond the reasonable
26 control of a party; (ii) Customer and/or third party Equipment, systems, networks, or
27 infrastructure (not within the primary control of Samsara); (iii) Customer’s breach of the
28 Agreement or this SLA or improper use of the Products; (iv) a third party cloud-hosting, cellular,
or internet service provider; (v) improper installation of or damage to the Hardware or partial or

Exhibit A

1 full disconnection of such Hardware from the Equipment; or (vi) any cause that is not solely
2 failure(s) in the Hosted Software.

3 6. Exclusive Remedy. This SLA states Customer's sole and exclusive remedy for any
4 failure by Samsara to meet the Service Level Warranty.

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Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

*Year 1 Includes \$6,880.50 for the Samsara Driver ID Token, a one-time fee of \$7,128.90 for selected optional hardware and accessories, and a one-time implementation credit of \$41,911.00).

| SOFTWARE AS A SERVICE (SaaS) ANNUAL LICENSE FEES | | |
|--|-----------------------|---------------|
| YEAR | TERM | COST PER YEAR |
| Year 1 | 10/22/2024-10/21/2025 | \$237,809.37* |
| Year 2 | 10/22/2025-10/21/2026 | \$271,498.21 |
| Year 3 | 10/22/2026-10/21/2027 | \$271,498.21 |
| OPTIONAL ADDITIONAL LICENSES | | |
| OPTIONAL ITEMS | | COST PER UNIT |
| Samsara License for Vehicle Gateways (Public sector only, no Wi-Fi, no electronic logging devices (ELD)) | | \$186.00 |
| Samsara License for Basic Powered Asset Tracker | | \$144.00 |
| Samsara License for Asset Gateways | | \$144.00 |
| Samsara License for Unpowered Asset Tracker | | \$120.00 |
| Samsara Driver ID Token | | \$9.90 |
| Samsara ID Card – ACC-CARD | | \$2.70 |
| Samsara ID Card Reader – ACC - IDRDR | | \$197.10 |
| Samsara Panic Button (VG34 – ACC – CPB) | | \$48.60 |
| Samsara – License for Forward-Facing Dash Camera – LIC-CMI-ENT | | \$348.00 |
| Samsara License for HD Camera Connector (1 camera) – LIC-CM-AHD1 | | \$348.00 |
| HARDWARE | | |

Exhibit B


Vehicle or Asset Gateways and associated cabling will continue to be no cost items for expansions as they are bundled with monthly license fees. The below listed items are the hardware that is included with the purchase of their respective License fees.

| | |
|---|----------|
| Samsara License Telematics Cloud Service – Includes Telematics Module For AG54 lot Gateway & Asset Gateway Units (Included with the Purchase of Vehicle Gateway License) | Included |
| Samsara Enhanced VG Series OBDII JL1962 L-Mount Cable (Light Duty) [CBL-VG-COBDII-Y1] | Included |
| Samsara VG54 Vehicle IoT Gateway for Heavy Duty Vehicles (Heavy Duty GPS Unit) [HW-VG54-NAH] | Included |
| Samsara Enhanced VG Series J1939 o J1708 9-Pin Cable (Heavy Duty) [CBL-VG-CJ1939] | Included |
| Samsara AG52 Powered Asset Gateway [HW-AG52] | Included |
| CBL-AG-BPWR | Included |
| Powered Asset Gateway [HW-AG26] | Included |
| Samsara AG J1939 9-Pin Cable [CBL-AG-A9PIN] | Included |
| Samsara 14-Pin Caterpillar Cable [CBL-AG-ACT-14] | Included |
| Samsara CBL-VG-CRP1226 | Included |
| Samsara AG51 Unpowered Asset Gateway [HW-AG51] | Included |
| 9-Pin Caterpillar Cable [CBL-AG-ACT9] | Included |
| Samsara Enhanced VG Series OBDII JL1962 L-Mount Cable (Light Duty) - CBL-VG-COBDII-Y1 [CBL-VG-COBDII-Y1] | Included |
| Samsara Forward-facing dash-camera, Series 4 -HW-CM33 | Included |
| Samsara Security Screws for CM33/CM34 - ACC-CM-BTORX | Included |
| Samsara AHD Camera Connector (1 camera) - HW-CM-AHD1 | Included |
| Samsara Extension Cable for Camera Connector - CBL-CM-B3AU | Included |

Exhibit B

Samsara's "Order Form"

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|  <small>Connected Operations™</small> | Samsara Inc 1 De Haro Street San Francisco, CA 94107 www.samsara.com |
| QUOTE #Q-1531205 | Prepared For: |
| Issued 08-29-2024 | Fresno County |
| Expires 11-01-2024 | 4551 E. Hamilton Ave Fresno, California 93702 |
| Sourcewell Contract #: 020221-SAM | Prepared By: Steve Booth steve.booth@samsara.com |

| Quote Summary | Subtotal |
|--------------------------|--|
| Hardware and Accessories | USD \$7,128.90 |
| <hr/> | |
| Licenses | |
| License Term – 36 Months | |
| | Credit USD (\$41,911.00) |
| | Shipping and Handling USD \$498.00 |
| | Upfront Hardware Sales Tax USD \$595.26 |
| | Annual License Sales Tax USD \$20,896.21 |
| | First Year Payment USD \$237,809.37 |
| | <i>(Includes credit of \$41,911.00)</i> |
| | Payments Beginning Year Two USD \$271,498.21 |

| | |
|-------------|---|
| samsara.com | 1 |
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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.
*1% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire).
*Sales tax subject to change.

Exhibit B

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

SHIP TO Kenneth Christiansen
4551 E Hamilton Ave
Mail Stop 19
Fresno, California, 93702-4597
United States

| Hardware and Accessories | Quantity | Net Unit Price | Total Price |
|--|----------|----------------|-------------|
| Vehicle IoT Gateway, model VG55 HW-VG55-NA | 1150 | \$0.00 | \$0.00 |
| Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1 | 1150 | \$0.00 | \$0.00 |
| Driver ID Token ACC-DRIVERID | 695 | \$9.90 | \$6,880.50 |
| Vehicle IoT Gateway, model VG55 HW-VG55-NA | 83 | \$0.00 | \$0.00 |
| Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939 | 77 | \$0.00 | \$0.00 |
| Powered asset gateway HW-AG26 | 59 | \$0.00 | \$0.00 |
| AG53 Powered Asset Gateway HW-AG53 | 57 | \$0.00 | \$0.00 |
| Mounting Bracket for AG51, AG52, and AG53 ACC-AG-6MNT | 57 | \$0.00 | \$0.00 |
| AG Equipment Monitoring Cable CBL-AG-BEOP | 51 | \$0.00 | \$0.00 |
| AG J1939 9pin cable CBL-AG-A9PIN | 35 | \$0.00 | \$0.00 |
| 9-pin Caterpillar cable CBL-AG-ACT9 | 24 | \$0.00 | \$0.00 |
| Enhanced VG series 1226 cable CBL-VG-CRP1226 | 9 | \$0.00 | \$0.00 |
| Mounting Bracket for AG51, AG52, and AG53 ACC-AG-6MNT | 9 | \$0.00 | \$0.00 |
| Forward-facing dash-camera, Series 4 HW-CM33 | 9 | \$0.00 | \$0.00 |
| AG51 Unpowered Asset Gateway HW-AG51 | 9 | \$0.00 | \$0.00 |
| CBL-AG-BPWR CBL-AG-BPWR | 6 | \$0.00 | \$0.00 |
| Enhanced VG Series OBDII J1962 universal-mount cable | 3 | \$0.00 | \$0.00 |

Exhibit B

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

CBL-VG-COBDII-Y0

| | | | |
|---|---|----------|----------------------|
| ID CARD ACC-CARD | 1 | \$2.70 | \$2.70 |
| ID Card Reader ACC-IDRDR | 1 | \$197.10 | \$197.10 |
| Panic Button (VG5x) ACC-CPB | 1 | \$48.60 | \$48.60 |
| AHD Camera Connector (1 camera) HW-CM-AHD1 | 1 | \$0.00 | \$0.00 |
| Extension Cable for Camera Connector CBL-CM-B3AU | 1 | \$0.00 | \$0.00 |
| Hardware Due | | | USD\$7,128.90 |

| Licensee | Quantity | Annual Unit Price | Total Annual Price |
|---|----------|---------------------------|-------------------------|
| License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS | 1233 | \$186.00 | \$229,338.00 |
| License for Asset Gateways LIC-AG-ENT | 59 | \$144.00 | \$8,496.00 |
| License for Basic Powered Asset Tracker LIC-AG-PWR-BASIC | 57 | \$144.00 | \$8,208.00 |
| License for Unpowered Asset Tracker LIC-AG-UNPWR | 9 | \$120.00 | \$1,080.00 |
| License for Forward-Facing Dash Camera LIC-CM1-ENT | 9 | \$348.00 | \$3,132.00 |
| License for HD Camera Connector (1 camera) LIC-CM-AHD1 | 1 | \$348.00 | \$348.00 |
| | | Annual License Due | USD \$250,602.00 |

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

| | | | |
|--|--|--------------|--|
| (1) Company Board Member Information: | | | |
| Name: | | Date: | |
| Job Title: | | | |
| (2) Company/Agency Name and Address: | | | |
| | | | |
| (3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to) | | | |
| | | | |
| (4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a) | | | |
| | | | |
| (5) Authorized Signature | | | |
| Signature: | | Date: | |

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, the Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, and personal injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Technology Professional Liability (Errors and Omissions) and Cyber Liability.** Technology professional liability (errors and omissions) insurance with limits of Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations related to such coverage under this Agreement, including but not limited to claims involving Cyber Risks.

Definition of Cyber Risks. "Cyber Risks" may include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Exhibit E of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; and (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information.

Exhibit D

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement upon request, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The technology professional and cyber liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations related to such coverage under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in

Exhibit D

advance of cancellation or change. The County may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **Intentionally Omitted.**

(E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

(F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend this Agreement upon the occurrence of that failure until cured.

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to directly provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit E

Data Security

A. Definitions.

Capitalized terms used in this Exhibit E have the meanings set forth in this section A.

“Authorized Employees” means the Contractor’s employees who have access to Personal Information.

“Authorized Persons” means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit E.

“Disclose” or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.

“Person” means any natural person, corporation, partnership, limited liability company, firm, or association.

“Personal Information” means any and all information, including any data provided, or to which access is provided, to the Contractor by or upon the authorization of the County, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or

Exhibit E

local government records.

“Privacy Practices Complaint” means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit E.

“Security Safeguards” means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in subsection C.(5) of this Exhibit E.

“Security Breach” means (i) any act or omission that results in a confirmed compromise of either the security, confidentiality, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.

“Use” or any derivative thereof means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

B. Standard of Care.

(1) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in the Agreement.

(2) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.

(3) The Contractor agrees and covenants in favor of the County, subject and pursuant to

Exhibit E

the terms of Exhibit F of this Agreement, that the Contractor shall: (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this Subsection B as is reasonable and appropriate to avoid a Security Breach; (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit E; (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and (iv) not, directly or indirectly, Disclose Personal Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to the Agreement, without the CIO's express prior written consent.

Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, the Contractor shall (a) unless prohibited by applicable law, promptly notify the County of the specific demand for, and legal authority for the disclosure, including providing the County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (b) unless prohibited by applicable law, promptly notify the County before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall reasonably cooperate with the County to minimize the scope of such disclosure of such Personal Information.

The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

C. Information Security.

(1) The Contractor covenants, represents and warrants to the County that the Contractor's

Exhibit E

Use of Personal Information under the Agreement does and shall at all times comply with all federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit, or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard (“PCI DSS”) requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor’s sole cost and expense.

(2) The Contractor covenants, represents and warrants to the County that, as of the Effective Date, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(3) Without limiting the Contractor’s obligations under subsection C.(1) of this Exhibit E, the Contractor’s (or Authorized Person’s) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following: (i) limiting Use of Personal Information strictly to the Contractor’s and Authorized Persons’ technical and administrative personnel who are necessary for the Contractor’s, or Authorized Persons’, Use of the Personal Information pursuant to the Agreement; (ii) to the extent that they contain or provide access to Personal Information, (a) securing the Contractor’s business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability that store County Customer Data; (b) employing adequate controls and data security measures with respect to the Contractor Facilities and Equipment), both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County’s operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d)

Exhibit E

maintaining authentication and access controls within media, computing equipment, operating systems, and software applications where storing County Customer Data; and (e) for devices storing County Customer data, installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled; (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection); (v) strictly, logically, segregating Personal Information from all other Customer's of the Contractor, including any Authorized Person; (vi) having a patch management process including installation of all operating system/software vendor security patches; (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and (viii) providing appropriate privacy and information security training to Authorized Employees.

(4) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit E. The Contractor further agrees that it shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

(5) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently.

D. Security Breach Procedures.

(1) Promptly, and without undue delay, upon the Contractor's confirmation of a Security Breach, the Contractor shall (a) notify the Director of the Security Breach, such notice to be given by email at the following email address: incidents@fresnocountyca.gov (which email address the County may update by providing notice to the Contractor), and (b) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the

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Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.

(2) Promptly, and without undue delay, following the Contractor's notification to the County of a Security Breach, as provided pursuant to subsection D.(1) of this Exhibit E, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to reasonably cooperate with the County, including, without limitation: (i) assisting the County in conducting any investigation; (ii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and (iii) making available relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County that does not jeopardize or otherwise affect the confidentiality, integrity, security or availability of Contractor or Contractor's Customers. To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by applicable law and regulation, and the Contractor shall provide a written report of the investigation to the Director within thirty (30) days after the Contractor's discovery of the Security Breach.

(3) The County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of notification thereof, the Contractor shall, where mutually agreed upon by the Parties, promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit E, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason therefor.

(4) The Contractor shall take prompt corrective action to respond to and remedy any

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Security Breach and take reasonable mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. Subject to Exhibit F of the Agreement, the Contractor shall reimburse the County for reasonable direct costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred in relation to any litigation or other action described in subsection D. (4) of this Exhibit E. to the extent applicable and to the extent required by applicable law: (1) the cost of providing affected individuals with credit monitoring services for a specific period not to exceed twelve (12) months, to the extent the incident could lead to a compromise of the data subject's credit or credit standing; (2) call center support for such affected individuals for a specific period not to exceed thirty (30) days; and (3) the cost of any measures required under applicable laws.

E. Oversight of Security Compliance.

(1) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

(2) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit E, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's technical environment in relation to all Personal Information that is Used by the Contractor pursuant to the Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, remote and/or electronic access to knowledgeable personnel, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to the Agreement. In addition, the Contractor shall provide, upon the County's written request, the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal

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Information Used by the Contractor or Authorized Persons during the course of the Agreement under this Exhibit E.

(3) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit E. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

F. Return or Destruction of Personal Information.

Upon the termination of this Agreement and upon the County's request, the Contractor shall make available export capabilities that can promptly return to the County all Personal Information, whether in written, electronic or other form or media as outlined in Contractor's terms, Documentation, and as outlined in Contractor's help center and in a machine readable form (e.g., CSV) used by the County at the time of such return, or securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit E, such certification shall state the date, time, and manner (including standard) of disposal. The Contractor shall operate in good faith to comply with reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies thereof. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County accordingly, specifying the reason, and continue to extend the protections of this Exhibit E to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section F. The Contractor's obligations under this section F survive the termination of the Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

G. Equitable Relief.

The Contractor acknowledges that any breach of its covenants or obligations set forth in

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this Exhibit E may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under the Agreement.

H. Indemnification.

H. The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a “**County Indemnitee**”) from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines, and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorney’s fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit E and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any COUNTY Indemnitee in relation to the CONTRACTOR’s, its officers, employees, or agents, or any Authorized Employee’s or Authorized Person’s, performance or failure to perform under this Exhibit E or arising out of or resulting from the CONTRACTOR’s failure to comply with any of its obligations under this section H. The provisions of this section H do not apply to the acts or omissions of the County. The provisions of this section H are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnity under the Agreement. The provisions of this section H shall survive the termination of the Agreement.

I. Survival.

The respective rights and obligations of the Contractor and the County as stated in this

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Exhibit E shall survive the termination of the Agreement.

J. No Third Party Beneficiary.

Nothing express or implied in the provisions of in this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

K. No County Warranty.

The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of the Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

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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 Samsara Software strictly on its behalf.
 - 1.5 **“Customer Data”** means data captured by Customer’s use of the Hardware, data submitted by Customer or by a third party 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 Hardware.
 - 1.9 **“Hardware”** means the Samsara hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that Customer have purchased, received for a free trial, or have otherwise acquired via an Order Form.
 - 1.10 **“Hosted Software”** means Samsara’s cloud-hosted software platform, including the interface accessed online.
 - 1.11 **“License Expiration Date”** means the later of (i) the license termination date set forth in the applicable Order Form (“Initial Term”), and (ii) if applicable to such Order Form the end of the then-active Renewal Term (as defined below).
 - 1.12 **“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.
 - 1.13 **“Order Form”** means the quote executed by the Customer describing the purchase of Samsara Products and licenses issued by Samsara.
 - 1.14 **“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 research, development, prototyping, and/or testing phase.

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- 1.15 “Products” means the Hardware and Services.
- 1.16 “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.
- 1.17 “Refund” means an amount refunded to the Customer pursuant to the terms of this Agreement equal to (i) pre-paid fees 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) the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.
- 1.18 “Samsara Software” means the Apps, Firmware, and Hosted Software, and any improvements, modifications, patches, updates, and upgrades thereto that Samsara develops or provides in connection with this Agreement, and Support Services.
- 1.19 “Samsara Software Systems” means the Samsara Software and any networks, systems, products, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.
- 1.20 “Services” means the Samsara Software and Professional Services.
- 1.21 “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.** Neither Party may modify the terms of the Agreement unless signed by both Parties in writing.
4. **License.** Subject to the terms and conditions specified in this Exhibit, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software in accordance with the Documentation, starting from the license start date set forth in the applicable Agreement until the License Expiration Date set forth in such Order Form or the earlier termination of such the Agreement. The Support Services described in Exhibit A 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 Samsara Software.

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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 Samsara Software or any individual element within the Samsara Software, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Samsara Software; (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 Samsara Software, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Samsara Software for any competitive purpose; (ix) perform benchmark testing on the Samsara Software; (x) use the Samsara Software to store or transmit Malicious Code; (xi) use the Samsara Software to store or transmit infringing, libelous, defamatory, or otherwise unlawful or tortious material, or to store or transmit 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 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. 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 visit <https://www.samsara.com/support/hardware-warranty>.
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 equipment to newer models. Samsara may change or discontinue all or any part of the Products, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting the Products or Services 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 version or newer model, Customer may request a Refund.

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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. Customer's use of Pre-Launch Offerings made available by Samsara is optional and at Customer's discretion. Should Customer opt to use Pre-Launch Offerings: (i) Customer agrees to assume all risk, and waive and release Samsara from any claims, liabilities, damages, and losses, arising from or related to, directly or indirectly, the Pre-Launch Offerings; and (ii) except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to, without limitation as to amount, defend, indemnify, and hold harmless Samsara from any third party claims arising from or related to, directly or indirectly, the Pre-Launch Offerings. 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. 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.** Customer's payment and billing terms are set forth in the Article 4 and Exhibit B. Payment terms for future optional items are also set forth by the pricing listed in Exhibit B and in any applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back
9. **Accounts.** Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the 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 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 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.**

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10.1 Ownership and Usage. Customer Data is accessible via the 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 and providing the Services. 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. Samsara may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the Samsara Software (i) in order to provide the Samsara Software to Customer; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Samsara Software; including by providing such data to third party services for the aforementioned purposes. Such use 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. Customer may export Customer Data at any time 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 this Agreement terminates or expires and Customer does not renew, 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 other party'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.

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 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

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Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, address book or CRM data, 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 or agents of receiving Party in performing under this Agreement under reasonable confidentiality obligations); 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 or any other requirements that necessitate a Party's Confidential Information be a matter of public record, provided that 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. For clarity, the disclosure of this contract as part of public disclosure requirements, including as necessitated for the County's Board of Supervisors' review and the Agreement remaining accessible via the County's board agenda management website, is not a violation of this Section 11 or the terms of the Agreement.

12. **Proprietary Rights.**

12.1 Samsara Software. Samsara and its licensors exclusively own all right, title and interest in and to the Samsara Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the Samsara Software is protected by 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. Customer owns the Hardware on which the Firmware is recorded, but Samsara retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. Customer acknowledges

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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. **Wifi Data Usage.** The Enterprise Vehicle Gateway License (LIC-VG-ENT) includes up to 500 MB per month of WiFi data. No other Vehicle Gateway license includes WiFi data, unless identified otherwise in the applicable Order Form together with the magnitude of data included. Connectivity between the Vehicle Gateway and Samsara Software does not count towards the monthly WiFi data provision. Samsara reserves the right to limit access to personal entertainment streaming services. Data usage above the monthly threshold 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 HOS Logs. Customer may track data usage from the Gateways page within the Settings section of the Samsara dashboard.
14. **Links to and Integrations with Third Party Products or Services.** The Products may contain links to and/or integrate with third party websites, resources, products and/or services. SAMSARA PROVIDES THESE LINKS AND INTEGRATIONS ONLY AS A CONVENIENCE. Samsara is not responsible for the content, functionality, or availability of such third party products and/or services. Customer acknowledges sole responsibility for and assumes all risk arising from its use of any third party websites, resources, products and/or services and any links or integrations made available thereto.
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.
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 in the Agreement 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. 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

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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: 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), 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 Disclaimers.** THE SERVICES, ANY PRE-LAUNCH OFFERINGS, AND ANY LINKS AND INTEGRATIONS WITH THIRD-PARTY WEBSITES, RESOURCES, PRODUCTS AND/OR SERVICES 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. Samsara makes no warranty that the Services 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. Exhibit A contains information regarding the Samsara Hardware warranty.

18. **Limitation of Liability**

18.1 No Consequential Damages. NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER PARTY 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 DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

18.2 Cap. EXCEPT AS TO ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN OR A BREACH OF SECTION 7.2 OF EXHIBIT F OR SECTION 10.2 OF EXHIBIT F BY CUSTOMER, IN NO EVENT WILL EITHER PARTY'S TOTAL

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LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED TWO TIMES (2X) 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 A BREACH OF SECURITY OBLIGATIONS, DATA PROTECTION OBLIGATIONS OR ANY INDEMNIFICATION FOR SECURITY CYBER RISK, DATA PROTECTION OR SECURITY OBLIGATIONS SHALL NOT EXCEED THREE (3X) TIMES THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA DURING THE TWELVE (12) MONTH PRECEDING THE EVENT GIVING RISE TO THE DAMAGE.

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. **Dispute Resolution.** Unless Customer is legally prohibited by law from resolving disputes by arbitration, any dispute arising from or relating to the subject matter of this Agreement 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 settled by arbitration in the JAMS location nearest to the county in which Customer has its principal place of business, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("JAMS Rules") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes. The Parties agree that such arbitrator(s) shall have full authority to award preliminary and permanent injunctive relief, damages, and any other relief available in law, at equity, or otherwise pursuant to applicable law and that any emergency arbitrator(s) appointed in accordance with the JAMS Rules shall have authority to grant emergency relief in accordance with such rules.
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. If there is a conflict between the terms of an Order Form and the terms of this Exhibit F, then the terms Agreement controls. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to

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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 or submit an anonymous concern via 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. Notwithstanding anything stated herein to the contrary, neither Samara nor the County shall be responsible for performance of its obligations (with the exception of payment obligations) under the Agreement, to the extent that, or while, such Party's performance is prevented, hindered, or delayed by fire, flood, earthquake, elements of nature, acts of God, acts of war (whether declared or undeclared), terrorism (whether actual or threatened), riots, strikes, rebellion, revolution, or acts, omissions, circumstances, or events beyond such Party's reasonable control, regardless of whether foreseen or unforeseen, including acts, omissions, circumstances, or events caused by third parties including but not limited to a Party's Contractor (individually or collectively, "Force Majeure"); provided, however, that Force Majeure will in no event include acts, omissions, circumstances, or events caused by a third party that is under contract with a Party where and to the extent that the acts, omissions, circumstances, or events caused by the third party could have been avoided by commercially-reasonable, timely, and

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diligent management or administration of the third party's performance of its contractual rights, obligations, and duties under its contract by the Party to such contract. During a Force Majeure, the Party affected by the Force Majeure shall give to each other Party prompt written notice of the Force Majeure with the reasons relating thereto. Upon giving such notice of Force Majeure, the obligations of the Party giving such notice of Force Majeure, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure, except for a reasonable time thereafter required to resume performance. The Party whose performance is excused due to the occurrence of a Force Majeure, during such period, shall keep the other Party reasonably informed of the continuance of the Force Majeure. Samsara Neither Samsara or the Customer are 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.

21.8 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 the Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under the Agreement or otherwise.

Samsara's Hardware and RMA Terms

Samsara's Hardware Warranty and RMA Policy is set forth below and is subject to the Agreement. All capitalized terms not defined herein shall have the meaning set forth in Exhibit F of the Agreement.

HARDWARE WARRANTY POLICY

If Customer is experiencing technical issues, please visit our Support Page at www.samsara.com/support, where you will find many resources to help troubleshoot issues, or contact our Customer Support team for technical assistance. Prior to submitting a Hardware Warranty claim pursuant to this Policy, you must first use all reasonable efforts to find a solution on our Support Page linked above and/or contact our Customer Support team and assist in Samsara's troubleshooting efforts.

Scope of the Samsara Hardware Warranty

Samsara stands behind its Hardware. Hardware that requires a valid license to function (i.e., Hardware Products associated with a license with a "LIC-" prefix in the applicable SKU) has a warranty that lasts for as long as Customer maintains a valid license for such Hardware.

All other Hardware (e.g., accessories and cables) comes with a one-year warranty as of the date of shipment. During the applicable warranty period, Hardware units exhibiting material defects will be replaced free of charge as described in this Hardware Warranty

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Returns section. Customers are responsible for replacing any batteries for Hardware and shall do so in accordance with any applicable Documentation.

Samsara warrants that, during the applicable warranty period, eligible Samsara Hardware will not malfunction due to a defect in Hardware materials or workmanship under Normal Use Conditions (as defined below), subject to the limitations and conditions set forth in the Terms and this Hardware Warranty Policy section of the Hardware Warranty and RMA Policy (the “Hardware Warranty”). “Normal Use Conditions” means ordinary use under intended conditions in accordance with the Documentation.

Upon Samsara’s approval of a warranty claim provided in accordance with this Hardware Warranty Policy section, Samsara will, at its sole discretion, do one of the following (1) repair the Hardware free of charge, (2) replace the Hardware (with the same Hardware or that of substantially similar functionality) free of charge, or (3) to the extent repairing or replacing the Hardware proves commercially unreasonable, terminate the Customer’s Order Form(s) for the affected Products and provide a Refund for such Products. To the maximum extent permitted by applicable law, the foregoing constitutes the Customer’s sole and exclusive remedy and Samsara’s sole and exclusive obligation for any breach of this Hardware Warranty.

This Hardware Warranty only applies to the extent the Customer is up-to-date on its payment obligations. Furthermore, it does not apply (1) to non-Samsara branded products or services, even if sold with Samsara Products; (2) to consumable parts (including batteries), cosmetic damage, normal wear and tear, or aging; (3) if the defect is not reproducible; (4) to circumstances such as accidental or incidental damage, indirect damage, loss, theft, abuse, misuse, misapplication or unauthorized disassembly of or to the Hardware; (5) if the Hardware has been defaced (e.g., the serial number has been removed); (6) if the Hardware is installed, maintained, operated or used in a way that does not comply with the Agreement, Documentation, or other written instructions provided by Samsara; (7) if the defect or damage is caused by an improper voltage supply or the use of third party components, materials, accessories (including cables), products and/or software that are not expressly approved or supplied by Samsara; (8) if the defect or damage is caused by any attempt to service the Hardware other than by Samsara or its representatives; (9) if the defect or damage is caused by the Customer’s or its representative’s negligence, misuse, neglect, intentional acts or omissions, or breach of its obligations under the Agreement or this Hardware Warranty and RMA Policy; (10) if the Hardware, its functionalities or its capabilities have been altered, modified, repaired or tested by a party other than Samsara or its representatives, and/or without advance written permission of Samsara; and (11) if the Hardware is tampered with or otherwise damaged in a way or by events outside of Samsara’s control, such as in the event of a car crash, fire, liquid contact, natural disaster or other external causes.

How to Submit a Warranty Claim

To request a return materials authorization (“RMA”) under this Hardware Warranty Returns Policy, please contact Samsara Customer Support or submit an RMA request through the Hosted Software dashboard. When submitting an RMA request, you will need to provide the following information:

- Make and model

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- Serial number
- Shipping address

If your RMA request is approved by Samsara, Samsara will provide you with an RMA number and a return shipping label for the defective Hardware units free of charge. We will ship all replacement Hardware once your RMA request has been approved and processed.

You must return the defective Hardware units to Samsara for receipt within thirty (30) days of Samsara issuing you the return shipping label. If Samsara does not receive the defective Hardware units within this thirty (30) day period, Samsara reserves the right to deactivate the defective device and/or charge you, and you agree to pay the fees and costs associated with the device replacement. In any event, to the extent Samsara sends you a replacement device, Samsara reserves the right to deactivate the defective device.

Upon return of any Hardware under a Hardware Warranty claim, Samsara may delete all data stored on the Hardware. Before submitting your Hardware Warranty claim and returning your Hardware to us, we therefore recommend that you make a backup copy of the content stored on the device by using the tools available on your Samsara Hosted Software dashboard or otherwise. Samsara disclaims all liability relating to Customer's loss of Customer Data or other data in connection with the return of Hardware under this Hardware Warranty Policy.

PRODUCT TRIAL HARDWARE RETURNS

In order to return Hardware units from a Product trial, please contact Customer's Samsara sales representative or email trials@samsara.com to request an RMA number prior to the end of your trial. If Customer's trial hardware was shipped to a country into which Samsara generally sells Products, Customer will also be able to print out a return shipping label and ship the Hardware units back to Samsara at no charge to Customer. If Customer does not proceed with purchasing the applicable Samsara Software Products following Customer's trial, Customer must return the trial Hardware units to Samsara for receipt within thirty (30) days of the end of Customer's trial. If Samsara does not receive the trial Hardware units within this thirty (30) day period, Samsara reserves the right to deactivate the trial Hardware and/or charge Customer, and Customer agrees to pay the fees and costs associated with the Hardware units. At the end of your trial, Samsara may delete all data stored on trial Hardware, unless you purchase the applicable Samsara Products immediately following your trial. We therefore recommend that you make a backup copy of the content stored on the device by using the tools available on your Samsara Hosted Software dashboard or otherwise prior to the end of your trial. Samsara disclaims all liability relating to Customer's loss of Customer Data or other data in connection with the return or deactivation of trial Hardware hereunder or the failure to purchase the applicable Samsara Products immediately following your trial.

PRODUCT REFUND REQUESTS

If Customer is dissatisfied with its Samsara purchase for any reason, Customer may return Customer's Product purchase made under an Order Form for a full refund as described

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in this Product Refund Requests section. This refund option does not apply to Hardware replacements or upgrades, additional purchases of the same Product as previously purchased, Product purchases made after a trial or pilot period, or Product license renewals for which the Product license is renewed or extended beyond the Initial Term (collectively, "Refund Exceptions"). All Product returns must meet the following criteria:

- Customer purchased the Product from Samsara or through an authorized Samsara reseller
- Customer is the original purchaser of the Product
- The Product purchase does not fall under any Refund Exceptions
- The Product is not a license renewal for which the Product license is renewed or extended beyond the Initial Term
- Customer submits its Product Refund Request in writing as described below within thirty (30) days of the date of shipment to you of the applicable original Hardware procured under an Order Form
- The Product is in new or like-new condition, as determined by Samsara in its sole discretion

To request a refund under this Product Refund Requests section, please contact Samsara Customer Support to request an RMA number or submit an RMA request through the Hosted Software dashboard. If Customer refund request is approved, Samsara will provide Customer with an RMA number and a return shipping label free of charge. In order for the refund to be accepted and processed, Samsara must receive the Hardware units Customer is returning no later than thirty (30) days following the date the RMA number is issued. Once Samsara has received and inspected the Hardware units, Samsara will process the return. If Customer purchased through an authorized Samsara reseller, Customer's refund will be issued by that reseller. If Customer purchased directly from Samsara, Samsara will issue a refund of any unused pre-paid fees (as applicable), typically within thirty (30) days of receiving the Hardware return. Please contact your distributor or reseller for all refund requests of Products purchased through distributors or resellers.

CABLE EXCHANGE POLICY

Customers may exchange Hardware cables ordered under an Order Form at no cost as described in this Cable Exchange Policy section, subject to the following conditions:

- Customer submits its Hardware cable exchange request in writing within thirty (30) days of purchase by contacting Samsara Customer Support or by submitting a cable exchange request through the Hosted Software dashboard, unless a longer period is set forth in Samsara's Customer Success policies
- Customer's cable exchange request must include the following information: 1) Product Code/ SKU Number for cables you are returning, as well as quantity, 2) Product Code/

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SKU Number for cables being requested, and quantity, 3) Shipping Address for new cables, and 4) Email Address for Return Label

- Samsara must receive the Hardware cables to be exchanged within thirty (30) days of Customer's submission of its exchange request
- Customer must return the Hardware cables to be exchanged in new or like-new condition, as determined by Samsara in its sole discretion

If the above conditions are not met, Samsara reserves the right to charge Customer, and Customer agrees to pay the fees and costs associated with replacing Hardware cables.