



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF AWARD/RENEWAL**

DATE:	June 15, 2024
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	GPS/AVL Tracking System for Pupil Transportation
CONTRACT NUMBER:	2136A
COMMODITY CODE:	055.67
CONTRACT PERIOD:	July 1, 2024 through June 30, 2025
RENEWAL OPTIONS:	1 additional one-year periods through 2026
USER DEPARTMENT:	Schools
Contact Name:	Jim Ellis
Phone Number:	804-226-5563
Email Address:	jeellis@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	YES
SUPPLIER: Name:	Samsara, Inc
Address:	1990 Alameda Street 5th Floor
City, State:	San Francisco, CA 94103
Contact Name:	Laura Wrightson
Phone Number:	774-364-4397; 415-985-2400 (Company Phone)
Email address:	laura.wrightson@samsara.com
ORACLE SUPPLIER NUMBER:	438378
BUSINESS CATEGORY:	Non-SWAM
PAYMENT TERMS:	Net 45
DELIVERY:	As requested
FOB:	County of Henrico
BUYER: Name:	Justin M. Herbaugh, VCO, VCA
Title:	Procurement Analyst II
Phone:	804-501-5680
Email:	Her034@henrico.us

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

PRICE SCHEDULE – CONTRACT NO. 2136A

GPS Devices: \$0.00 per unit

Installation of GPS Devices: \$70.00 per unit *includes removal of existing GPS devices

Annual Maintenance Cost per year: \$116,610

WiFi Hotspot – 1GB Total Data cost per Cost: \$70,200 (\$9.00 per month (12), per vehicle (650))

I. SCOPE OF SERVICES

The Successful Offeror shall provide all materials, equipment, labor, and supervision necessary to provide GPS/AVL Tracking System for HCPS Pupil Transportation.

A. SYSTEM REQUIREMENTS (GPS/AVL)

The Successful Offeror shall:

1. Provide all hardware, software, licenses, permits, programming documentation, training materials, personnel, technical knowledge, and project management skills necessary to implement a GPS/AVL system.
2. Integrate with current Edulog Routing and Planning software and provide the ability to compare actual vehicle locations to route schedules documented in Edulog.
3. Provide live indication of all bus routes and historical reports on how a bus follows scheduled routes at locations such as schools and bus stops.
4. Track in real time vehicle information, i.e. – speed, location, acceleration/braking, idling, stop arm, stops, door open/close, emergency events etc.
5. Provide the vehicle's position at a minimum of once every 5 seconds while the vehicle is turned on.
6. Provide GPS with positional accuracy that must be 10 meters or less 98% of the time.
7. Compare real time vehicle information to planned driving/route activities such as driving paths, stop sequencing, arrival, and departure times at user specified locations, contained in the current routing and scheduling databases.
8. Track vehicles even when the vehicle is out of communication range and save the information until the vehicle is back within communication range. The GPS signal must be continuous.
9. Retrieve and store vehicle historical data for analysis and reporting for a minimum period of one year.
10. Ensure all system components are fully tested and operational before HCPS acceptance. HCPS is not interested in being a test site for unproven solutions. In addition, HCPS will consider the Successful Offeror as the prime contractor accepting full responsibility for the successful delivery and implementation of all components of the complete project.
11. Work with HCPS during system testing to document and track any issues and coordinate any resolution in a timely manner.

B. INFRASTRUCTURE AND SYSTEM ADMINISTRATION

The Successful Offeror shall:

1. Implement the system using either the Software as a Service (SaaS) model or the self-hosted, on premises model. HCPS's preference is a SaaS system and hosting the solution on a 3rd party, such as Amazon or Azure, is acceptable.

2. Provide a proposed solution that will enable a secure, web-based system for data in transit and at rest.
3. Provide encryption of any sensitive data in flight or at rest.
4. Document compliance with local, state, and federal laws related to student data privacy.
5. Provide a proposed solution that will contain neither commercial content nor serve as a vehicle to market goods and services.
6. Provide Web Accessibility as follows:
 - a. The solution shall be accessible to persons with disabilities, including: blindness, color blindness, visual impairment, deafness, hearing impairment, speech impairment, and mobility, strength, dexterity or reach impairment;
 - b. The solution shall support the use of commonly available screen readers;
 - c. The solution shall comply with Federal Web Accessibility Standards (part of Section 508 of the Rehabilitation Act);
 - d. The solution shall meet Level A and Level AA guidelines as specified by the W3C's WCAG 2.0 guidelines.
7. Provide all documentation for each piece of software equipment, or software, including copyright information, all operator and user manual, training materials necessary for the proper and successful use of the software installed.
8. Allow HCPS to have the ability to submit requests for alternation of the digital content (including additional supporting data, modification of current data, or removal of data deemed inappropriate by HCPS) via email or web-based forms embedded in the digital content.
9. If the solution is reliant on LDAP authentication, HCPS will only accept a defined external IP address to allow Firewall transactions and will not accept the allowance of entire network segments.

C. INTEGRATION REQUIREMENTS

The Successful Offeror shall:

1. Provide a proposed solution with methods for user account administration that are easy to use and maintain for school staff.
2. Provide a proposed solution to support a single sign-on solution that does not require staff to have a separate account or password for accessing the vendor's application. HCPS' preferred method of single sign-on integration is Azure.
3. Provide a proposed solution to support a role-based access system following the "need to know" principle. This principle requires each user be granted the most restrictive set of privileges needed for the performance of authorized tasks. Provide a matrix of available roles with their associated permissions.
4. Provide a proposed solution with a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress.
5. Any requirements for staff or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:
 - a. Exchange of information through Clever- a third party vendor for exchanging common data for school system.
 - b. File exchange to a vendor supported SFTP server.
 - c. The Successful Offeror is responsible for all integration costs with 3rd parties.

D. SYSTEM MAINTENANCE REQUIREMENTS

The Successful Offeror shall:

1. Provide technical and maintenance support through an annual maintenance agreement between the Successful Offeror and HCPS. Maintenance and support shall include software and documentation upgrades, remedy of software defects and user support for HCPS staff. A direct toll-free telephone and online access shall be provided.
2. Provide a maintenance agreement with ongoing system support and maintenance, including upgrades, bug fixes and patches, and other technical support necessary for HCPS staff to operate the system.
3. Provide emergency escalation contact information for a limited number of HCPS staff 24/7/365.

E. SOFTWARE REQUIREMENTS

The Successful Offeror shall:

1. Provide a system that can be commercially available, cloud hosted preferred, and either subscription based or traditionally licensed, off the shelf software system with accessibility 24/7/365.
2. Provide a system and software that has been commercially available for minimum of three continuous years and deployed successfully in other K-12 school districts of similar size.
3. Provide software that can process the amount of GPS information produced by the entire fleet of vehicles in real time with flexible dashboards to meet the needs of different users.
4. Provide software that can display vehicle performance (early, late, on-time) in real time and immediately ascertain the status by the color coding of vehicles on a map display. Comparisons will be based upon route information contained in the EDULOG routing and scheduling database. Exception situations should be user defined and automatically brought to the attention of the user in text table form as well as graphically (colored icons).
5. Provide GPS data for any group of vehicles defined by HCPS. For example, groups could include buses serving a particular school, in a certain geographic area or any user defined criteria.
6. Provide software that can allow the user to select the types of events to be reported for each vehicle. Examples of events should include but not limited to, ignition on/off, motion start, motion stop, cold start, entrance door open/close, emergency alert, excessive speed, amber/red light activation, maximum speed, maximum idling time, allowing each event attribute notification to be customized by the user.
7. Provide software that can allow for full two-way integration to compare arrival time performance, routing comparison and driver activity tracked by mapped comparisons of routes contained in the current routing and scheduling database and actual routes run by employees.
8. Provide software that can display actual versus planned route data in text format and on the map. Bus stops can be clearly identified as early, late, on-time, missed or unscheduled. According to the current status/location of the vehicle, all future bus stops should be provided an estimated time of arrival and automatically adjusted according to the most recent GPS data. Information shall be able to be displayed on the same screen with user defined graphical attributes to separate the two.
9. Provide software that can generate user-defined reports including but not limited to the following: on-time arrivals, speed, speed compared to posted speed limit, missed stops, unauthorized stops, and idle time.
10. Provide software that can import GPS data into the current routing and scheduling system in order to correct or improve routes and runs.
11. Provide software that can allow for the easy evaluation of bus stops as listed by the current routing and scheduling system and compare with actual GPS data and allow the user the option to correct if needed.

12. Provide software that can track emergency events by level of severity. Severe alerts will immediately alert the user by sound or visual on the screen and require that the user take a specific action before resuming other activities within the software. Severe alerts may also be set to notify all users on-line whether tracking the vehicle or not. Less severe events may be stored for later review. The level and types of events will be defined by HCPS.
13. Provide software that can be easily programmable to allow for the reassignment of a route to alternate buses (spare bus or substitute driver). The software will allow for recognition of route and bus number changes on the hardware.
14. Provide software that can report the statuses of all GPS units on a daily basis and notify the system manager of any malfunction of any unit. Unit "health data" will include last transmission time and vehicle battery strength.
15. Provide software that can report real-time diagnostic indicators of vehicle components such as battery strength, indicator lights, check engine and stop engine with associated trouble codes.
16. Provide software that can display start/stop time, total time, total mileage, and idle time and should be available for preparing reports, cost calculations and analysis, and performance reviews.
17. Provide software that can allow users to define zones or "geofences" for real-time and historical records of vehicles entering/exiting the zones.

F. HARDWARE REQUIREMENTS

The Successful Offeror shall:

1. Provide a single device to be installed on the vehicle that enables all functions listed in Section E.
2. Provide a device that must be installed in a specific area on the vehicle with the option of removing the device and re-installing it by HCPS staff.
3. Provide a device that must be 4G LTE and have scalability for future hardware inputs (i.e. tablets, Wi-Fi, ridership etc.)
4. Provide any hardware that must be installed inside or outside of the vehicle must meet Virginia Department of Education approval and specifications.
5. Provide the GPS hardware that an interface with the vehicle's Engine Control Unit to deliver real-time diagnostic indicators of vehicle components such as battery strength, indicator lights, check engine and stop engine with associated trouble codes.
6. Provide the hardware device that shall have over-the-air (OVA) update capability for the most up-to-date version.
7. HCPS shall be able to control various hardware settings (frequency of GPS location reporting, metrics for excessive speed alerts, any parameter that controls operation of hardware) from within the software user interface.

G. WARRANTY REQUIREMENTS

1. The Successful Offeror shall provide a minimum one-year parts and labor warranty included with the GPS hardware. The warranty period will not begin until the system has been accepted by HCPS in its entirety.
2. The Successful Offeror will be required to perform warranty work onsite. Local or on-site tech support is preferred and/or provide spare stock for postage paid return items.

H. TRAINING REQUIREMENTS

The Successful Offeror shall:

1. Provide training for clerical staff (11), routing staff (6), training staff (5), supervisors (5), assistant supervisors (10), dispatchers (10), assistant director (1) and director (1).

2. Provide training for maintenance staff/mechanic(s), install/remove, repairs, troubleshooting, etc. (approximately 10 individuals).
3. It is anticipated that all training will be conducted during normal work hours. Summer schedule for HCPS is Monday through Thursday, 7:00 a.m. to 5:30p.m.



COMMONWEALTH OF VIRGINIA
County of Henrico

Annual Contract for GPS/AVL Tracking System for Pupil Transportation
Contract No. 2136A
Amendment No. 1
June 27, 2022

Whereas, the County School Board of Henrico County, Virginia (“HCPS”) and Samsara Inc. (the “Contractor”) entered into Contract No. 2136A (the “Contract”) dated June 1, 2021 to provide GPS/AVL Tracking System for Pupil Transportation when needed and requested by the HCPS; and,

Whereas, the original Contract term was from June 1, 2021, to June 30, 2022; and,

Whereas, the parties wish to renew the Contract for an additional one-year term beginning July 1, 2022 and ending June 30, 2023; and

Whereas, by letter dated June 24, 2022, Contractor agreed to renew the Contract at the current contract pricing; and

Whereas, by email dated June 24, 2022, Contractor agreed to upgrade WiFi Hotspot -1GB license on existing GPS devices in 650 HCPS vehicles for an additional annual price of \$70,200.00.

Now, therefore, the parties agree to renew and amend the Contract as follows:

1. The Contract is hereby renewed for an additional one-year term beginning July 1, 2022 and ending June 30, 2023 at the current Contract pricing.
2. The Contract is hereby amended to update upgrade WiFi Hotspot -1GB license on existing GPS devices in 650 HCPS vehicles for an additional annual price of \$70,200.00.
3. All other provisions of the Contract remain in full force and effect.

In witness whereof, the parties have caused this Amendment No. 1 to the Contract to be executed by the following duly authorized individuals:

<p>Samsara Inc. 350 Rhode Island St., 4th Floor, South Bldg. San Francisco, CA 94103</p>	<p>County School Board of Henrico County, Virginia P.O. Box 23120 Henrico, VA 23223</p>
<p>_____ Signature</p>	<p>_____ Signature</p>
<p>_____ Adam Eltoukhy / General Counsel Printed Name and Title</p>	<p>Oscar Knott, CPP, CPPO, VCO Purchasing Director</p>
<p>_____ June 29, 2022 Date</p>	<p>_____ June 29, 2022 Date</p>

Digitally signed by: Oscar Knott
DN: CN = Oscar Knott email = kno008@henrico.us C = US O =
County of Henrico, Virginia OU = Department of Finance - Purchasing
Division
Date: 2022.06.29 15:30:59 -0400

Approved as to form:

Allison L. Bridges, Esq.

Assistant County Attorney 6/28/2022



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

QUOTE #Q-1309557

Issued 05-09-2024

Expires 07-01-2024

Prepared For:

Henrico County Public Schools
 3820 Nine Mile Road, P.O. Box 23120
 Henrico, Virginia
 23223-0420

Prepared By:

Stefan Dolinsky
 stefan.dolinsky@samsara.com

Quote Summary

Subtotal

Hardware and Accessories	\$0.00
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Licenses	\$0.00
License Term – 12 Months	

Shipping and Handling	\$0.00
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Sales Tax Total	\$0.00
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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
 *3% fee charged on non-ACH charges (Canada Exempt)
 *Sales tax subject to change

Due Upfront	\$186,797.00
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SHIP TO			
Hardware and Accessories	Quantity	Net Unit Price	Total Price
	Hardware Due		0

Licenses	Quantity	Net Unit Price	Total Price
WiFi Hotspot - 1GB Total Data LIC-1GB-WIFI-DATA	650	\$107.98	\$70,187.00
		License Due	\$70,187.00

Bundles	Quantity	Net Unit Price	Total Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	650	\$179.40	\$116,610.00
		Total Due	\$116,610.00



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Thank you for considering Samsara for your fleet.

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

What is included?

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

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

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



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Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid upfront and, if applicable, a one-time Hardware cost to be paid upfront (Net-30). All transfers are subject to a 3% processing fee unless the wire transfer is initiated by Samsara via ACH, in which case the 3% processing fee will be waived. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced. For more information, see our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the "Terms of Service"). You agree to be bound by the Terms of Service,



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and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this 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 this 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.



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Notification of Confidentiality

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

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

Signature _____
Print Name: _____
Date: _____

Samsara Terms of Service
Last Updated: April 2021

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

1. Definitions.

1.1 “**Account**” means the accounts Customer creates, 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**” or “**you**” means the company or legal entity for which you are accepting these Terms, and Affiliates of that company or entity.

1.6 “**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.

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

1.8 “**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 has purchased, received for a free trial, or has otherwise acquired via an Order Form.

1.10 “**Hosted Software**” means Samsara’s web-based software platform, including the interface accessed online at cloud.samsara.com.

1.11 “**License Expiration Date**” means the later of (i) the license termination date specified in the applicable Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you (“**Initial Term**”), and (ii) if applicable to such contract 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.

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 these Terms 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 these Terms, 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 www.samsara.com/support, and Documentation, but excluding any Professional Services.

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

3. **Changes to Terms or Services.** Samsara may modify the Terms at any time, in our sole discretion. If Samsara does so, Samsara will inform you by posting the modified Terms to the Services or our website or through other communications with you, our Customer. It's important that you review the Terms whenever Samsara modifies them because if you continue to use the Products after Samsara has posted or otherwise informed you of the modified Terms, you are indicating to Samsara that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not continue to use the Products.

4. **License.** Subject to the terms and conditions specified in these Terms or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable

license to use and access the Samsara Software in accordance with the Documentation, until the License Expiration Date for the applicable Order Form or the earlier termination of such Order Form or these Terms. The Support Services and the Hosted Software SLA at <https://www.samsara.com/hosted-software-sla> are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the Samsara Software.

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 into which Hardware is installed. 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 into which Hardware is installed. 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 into which Hardware is installed can lead to damage of such equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, and/or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please 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 you have ordered from Samsara in accordance with these Terms prior to the applicable License Expiration Date without replacing them with an updated version or newer model, you may request a Refund. 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. The Parties agree that Customer will not use any Pre-Launch Offerings.

7.3 Feedback. Customer agrees to provide all feedback reasonably requested by Samsara regarding the Products 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 Order Form. Unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of Customer's payments to credit rating, credit reporting, or similar agencies. Customer is responsible for all payments of applicable taxes, however designated or incurred under these Terms, and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. 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.

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. Such use shall survive the termination of these Terms, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. 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 these Terms terminate or expire and Customer does not renew, Customer Data may be immediately deleted.

10.2 Customer Data Representation and Warranty. Customer represents and warrants that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with these Terms and (ii) no Customer Data infringes upon or violates any other party's intellectual property rights, privacy, publicity or other proprietary rights.

10.3 Data Protection Addendum. The "Data Protection Addendum" at <https://www.samsara.com/data-protection-addendum> sets forth the Parties' agreement with respect to

the terms governing any Processing of Personal Data by Samsara on the Customer's behalf pursuant to these Terms. The Data Protection Addendum forms part of these Terms and supersedes any prior agreements regarding Customer Personal Data. The terms "Processing", "Personal Data", and "Customer Personal Data" used in this Section are all defined in the Data Protection Addendum. Notwithstanding the foregoing, any indemnification and alternative dispute resolution provisions in the Data Protection Addendum are null and void and shall not be enforceable against Customer.

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 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 agents of receiving Party in performing under these Terms under reasonable confidentiality obligations); and (iii) not to use any such Confidential Information for any purpose except to perform under these Terms or as authorized by the disclosing Party. Notwithstanding anything to the contrary in these Terms, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, 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.

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 these Terms. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2 Firmware. The Firmware is licensed, not sold. 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 that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in these Terms. Customer acknowledges and agrees that

portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. 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 Services 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 "AS IS" WITHOUT WARRANTY OF ANY KIND AND 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, 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 these Terms begins upon the date on which you accept these Terms, by clicking a box indicating your acceptance, by executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earlier, and shall continue until (i) the License Expiration Date for the last active Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you, (ii) you are no longer authorized to access and/or use the Products, or (iii) these Terms are otherwise terminated earlier as provided hereunder, whichever is earliest.

16.1 Renewal. Intentionally omitted.

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

16.3 Effect of Termination. Upon any termination or expiration of these Terms, the following Sections of these Terms will survive: 5 (License Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment, Shipping, and Delivery), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Governing Law), and 20.1 (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 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. For more information about the Samsara Hardware warranty, please visit <https://www.samsara.com/support/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 PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS 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 10.2 BY CUSTOMER, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS (\$100).

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. Intentionally Omitted, Governing Law. These Terms and any action related thereto will be governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions related to these Terms or Customer use of the Products will be the state courts located in Henrico County, Virginia, United States, and both Parties consent to the jurisdiction of such courts with respect to any such actions.

20. General Terms.

20.1 Miscellaneous. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Samsara's prior written consent, except in the case of a merger, acquisition, or sale of all or substantially all assets of your company. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Samsara may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the Parties, their successors and permitted assigns. Any notices or other communications provided by Samsara under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; (ii) by posting to Samsara's website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Either Party's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in these Terms, the exercise by either Party of any of its

remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

20.2 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.

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

20.4 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached these Terms, for any failure to perform or delay in performing its obligations under these Terms due to an event of force majeure. 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.

20.5 Financed Purchases. If you are accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between you and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") you enter into with the Lender to finance your purchase of the Products. You acknowledge and agree that when you execute the Financing Agreement, the Lender is prepaying Samsara for the Products on your behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under these Terms. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights against Samsara as limited by these Terms, or Samsara's obligations to you under these Terms. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If you have any claim against or dispute with Samsara, you may not take action by reason of such claims against Lender. If you are purchasing through a Lender, Samsara may terminate your access to the Products should you breach these Terms or the terms of the Financing Agreement. Any Refunds issued by Samsara under these Terms for Product purchases financed under a Financing Agreement shall be remitted to the Lender, and any impact such remittance may have on your remaining payment obligations to Lender is governed by the Financing Agreement.

20.6 Contact Information. If you have any questions about these Terms or the Products, please contact Samsara at info@samsara.com or by mail at 1990 Alameda St., 5th Floor, San Francisco, CA 94103.

IN WITNESS WHEREOF, the Parties have caused these Terms to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Samsara Inc.

By: *A. Eltoukhy*
(Signature)

Name: Adam Eltoukhy
(Print)

Title: General Counsel

Date: June 1, 2021

County School Board of Henrico County, Virginia

By: *Oscar Knott*
(Signature)

Digitally signed by: Oscar Knott
DN: CN = Oscar Knott email = kno008@henrico.
us C = US O = County of Henrico, VA OU =
Department of Finance - Purchasing Division
Date: 2021.06.03 08:39:49 -05'00'

Name: Oscar Knott
(Print)

Title: Purchasing Director

Date: June 3, 2021

APPROVED AS TO FORM

Allyson Brown
ASSISTANT COUNTY ATTORNEY