



AGREEMENT FOR PIGGYBACK PURCHASE

THIS AGREEMENT FOR PIGGYBACK PURCHASE is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Samsara Inc, a Delaware Corporation authorized to do business in the State of Florida, hereinafter referred to as the "Vendor".

WHEREAS, the Vendor entered into a purchase agreement with Sourcewell Contract Number 020221-SAM, through their Solicitation No. RFP#020221 on the 1st day of April, 2021 for Fleet Management Technologies with Related Software Solutions ("Agreement"); and

WHEREAS, the Agreement is eligible for piggyback purchases; and

WHEREAS, the County desires to make purchases from the Vendor under the same terms and conditions of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

The County and the Vendor agree to be bound by the terms and conditions of the Agreement along with the Master License and Services Agreement entered into between the parties and attached hereto as Exhibit A ("Terms of Service"), with respect to the County's purchases of Samsara Fleet Tracking System and related licenses from the Vendor during the term of the Agreement from the effective date and any renewals or extensions thereof, except that Section 14. GOVERNING LAW, JURISDICTION, AND VENUE of the Agreement shall be superseded by: "Florida law governs this Contract. Venue for all legal proceedings out of this Contract or its breach, must be in the appropriate state court in Lee County or federal court in Fort Myers, Florida." The effective

date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

IN WITNESS WHEREOF, the parties have executed this Agreement for Piggyback Purchase as of the last date written below.

APPROVED as to Form for the Reliance of Lee County Only

BY: [Signature]
County Attorney's Office

DATE: 03-13-23

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: [Signature]
Chairman

DATE: 3/16/2023

Samsara Inc.

BY: [Signature]
Authorized Signature

Adam Eltoukhy
Authorized Signature Printed Name

EVP - Chief Legal Officer
Authorized Signature Title

February 2, 2023
Date

ATTEST:

Ming Tam
(Witness)

February 2, 2023
Date

CORPORATE SEAL:





This Master License and Services Agreement is entered into as of January 30, 2023 (“**Effective Date**”), by and between Samsara Inc., a Delaware corporation, with its principal place of business located at 1 De Haro Street, San Francisco, CA 94107 (“**Samsara**”) and Lee County Board of County Commissioners, a political subdivision of the State of Florida, along with any Affiliates, with its principal place of business located at 2115 Second Street, 1st Floor, Fort Myers FL 33901 (“**Customer**” and, collectively with Samsara, the “**Parties**”). This Master License and Services Agreement, including the Licenses and Services Terms and any Exhibits attached hereto or subsequently entered into by and between the Parties (collectively this “**Agreement**”), sets forth the terms and conditions pursuant to which Customer will access certain Samsara solutions and contract for certain services from Samsara.

SAMSARA LICENSE AND SERVICES TERMS

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

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

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

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

1.4 “**Authorized User**” means Customer’s employees and/or contractors whom Customer authorizes to use the 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 “**Firmware**” means software embedded in or otherwise running on the Hardware.

1.8 “**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.

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

1.10 “**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).

1.11 “**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.

1.12 “**Order Form**” means the quote executed by the Customer describing the purchase of Samsara Products and licenses issued by Samsara.

1.13 “**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.

1.14 “**Products**” means the Hardware and Services.

1.15 “**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.

1.16 “**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.

1.17 “**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.

1.18 “**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.

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

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

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

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

4. License. Subject to the terms and conditions specified in this Agreement or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software in accordance with the Documentation, starting from the license start date set forth in the applicable Order Form until the License Expiration Date set forth in such Order Form or the earlier termination of such Order Form or this Agreement. The Support Services and Service Level Agreement in Exhibit B 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, 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. 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, and except for the monetary limits established by Section 768.28, Florida Statutes, and not to be construed as a waiver of any sovereign immunity rights, 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 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 this Agreement, 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; 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. EXCEPT TO THE EXTENT LEGALLY PROHIBITED FROM TAKING ON INDEMNIFICATION OBLIGATIONS, AND EXCEPT FOR THE MONETARY LIMITS ESTABLISHED BY SECTION 768.28, FLORIDA STATUTES, AND NOT TO BE CONSTRUED AS A WAIVER OF ANY SOVEREIGN IMMUNITY RIGHTS, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

11. Confidentiality.

11.1 Confidential Information. This Agreement is subject to Chapter 119, Florida Statutes, the Florida Public Records Law. "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 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, 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 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 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 herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date.

16.2 Termination for Non-Appropriation of Funds. The continuation of an Order Form one (1) year after the license start

date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the applicable Order Form for Customer's then-subsequent fiscal year, Customer may terminate such Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates such Order Form, Samsara shall be entitled to payment of and for: 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 OR SECTION 10.2 BY CUSTOMER, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS (\$100).

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

19. Dispute Resolution. [Reserved].

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 Agreement, then the terms of the Order Form controls over the terms of this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

21.2 Acceptable Use. Customer may not, and may not allow any third-party, including its Authorized Users, to (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably

determined by Samsara; or (b) engage in abusive, harassing, threatening, offensive, or otherwise improper conduct towards Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation, please email abuse@samsara.com 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.** Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached this Agreement, for any failure to perform or delay in performing its obligations under this Agreement due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

21.6 **Financed Purchases.** 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 this Agreement. 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 this Agreement, or Samsara's obligations to you under this Agreement. 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 this Agreement or the terms of the Financing Agreement. Any Refunds issued by Samsara under this Agreement for Product purchases financed under a Financing Agreement shall be remitted to the Lender, and any impact such remittance may have on your remaining payment obligations to Lender is governed by the Financing Agreement.

21.7 **Notices.** Any notices provided under this Agreement must be made in writing. Notices to Samsara must be made via email to the email address below. Courtesy copies to either Party may optionally be provided to the office address set forth below via: (i) personal delivery, (ii) overnight courier delivery, or (iii) registered or certified mail, return receipt requested. If a different San Francisco, California, USA headquarters address for Samsara is provided on Samsara's website at <https://www.samsara.com/company/contact/> than the address set forth below, such different address should be used instead, with attention to the Legal Team.

Samsara Inc.
Email: legalnotices@samsara.com
Telephone: (415) 985-2400
Address: Attn: Legal Team, 350 Rhode Island Street, 4th Floor, South Building, San Francisco, CA 94103

Customer
Name:
Email:
Telephone:
Address:

21.8 **Remedies.** Either party's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

[END OF TERMS AND CONDITIONS]

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

SIGNATURES

County: Lee County,
Florida Board of County Commissioners

By: Brian Hamman

Name: BRIAN HAMMAN

Title: CHAIR

Date: 3/16/2023

Samsara Inc.

By: A. Eltoukhy

Name: Adam Eltoukhy

Title: EVP & Chief Legal Officer

Date: January 30, 2023

Approved as to Form for the
Reliance of Lee County Only

By: Quadalid
Office of the County Attorney

EXHIBIT A

SAMSARA HARDWARE WARRANTY AND RMA POLICY

Hardware Warranty Returns

If Customer is experiencing technical issues, please contact Samsara support. Contact information can be found at www.samsara.com/support.

Samsara stands behind its Hardware Products. Hardware Products that require a valid license to function (i.e., Hardware Products associated with a license with a “LIC-” prefix in the applicable SKU) have a warranty that lasts for as long as Customer maintains a valid license for such Hardware. The following Hardware Products are eligible for such warranty:

- VG-series gateways
- CM-series cameras
- EM-series environmental monitors
- AG-series gateways
- Cargo monitors
- Door monitors
- IG-series gateways
- GW22 gateways
- VS-series machine vision systems
- HM-series monitors
- WM11 wireless I/O module
- SG-series gateways
- SC-series cameras

All other Hardware Products come with a one-year warranty as of the date of shipment, unless otherwise specified on the applicable Samsara data sheet. During the applicable warranty period, Hardware units exhibiting material defects will be replaced free of charge as described in this Hardware Warranty Returns section.

To request a return materials authorization (“RMA”) under this Hardware Warranty Returns section, please contact Samsara support or submit an RMA request through the Hosted Software dashboard. If Customer’s RMA request is approved, Samsara will provide Customer with an RMA number and a return shipping label for the defective Hardware units free of charge. Samsara will ship all replacement Hardware once your RMA request has been approved and processed.

Customer must return the defective Hardware units to Samsara for receipt within twenty-one (21) days of provision of the return shipping label. If Samsara does not receive the defective Hardware units within this twenty-one (21) day period, Samsara reserves the right to charge Customer the fees and costs associated with the device replacement.

If Customer requests an RMA and no material defect is found with Customer’s Hardware unit, Samsara will contact Customer before taking further action.

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. If Customer’s trial hardware was shipped to the US, Canada, Mexico, the UK or the EU, 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 Samsara Hardware and related Samsara Software Products following Customer’s trial, Customer must return the trial Hardware units to Samsara for receipt within twenty-one (21) days of the end of Customer’s trial. If Samsara does not receive the trial Hardware units within this twenty-one (21) day period, Samsara reserves the right to charge Customer the fees and costs associated with the Hardware units.

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 in this Product Refund Requests section. This

refund option does not apply to any Hardware replacements or upgrades or Product license renewals for which the Product license is renewed or extended beyond the Initial Term. All Product returns must meet the following criteria:

- Customer purchased the Product through an authorized Samsara reseller or directly from Samsara
- Customer is the original purchaser of the Product
- The Product is not a license renewal for which the Product license is renewed or extended beyond the Initial Term
- Customer submits its refund request in writing as described below within thirty (30) days of the date of shipment of the applicable original Hardware procured under an Order Form
- The Hardware 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 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 forty-five (45) 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 typically within thirty (30) days of receiving the Hardware return. From time to time Samsara in its discretion offers special refund terms. If Customer's return is covered by special terms, please reference those terms on Customer's RMA request. Please contact Samsara directly for all refund requests, including Product purchased through distributors or resellers.

Hardware Upgrade Option As Necessary For Renewal License Enablement

Upon renewal of Customer's Samsara Software license at the end of its then-active license term for a renewal license term of at least three (3) years, if upgraded Hardware that is generally available to Samsara customers is required to enable material functionality included in Customer's renewal license, Customer shall have the one-time option to receive such upgraded Hardware from Samsara for no additional charge beyond the renewal license fees at the then-applicable pricing. To exercise this option, Customer must notify Samsara in writing prior to expiration of the applicable Samsara Software license term of Customer's intent to renew such license and exercise such option so that Samsara may determine Customer's eligibility for such Hardware upgrade subject to the aforementioned terms and conditions.

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 Support or by submitting a cable exchange request through the Hosted Software dashboard
- Samsara must receive the Hardware cables to be exchanged within twenty-one (21) 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 the fees and costs associated with replacing Hardware cables.

EXHIBIT B

HOSTED SOFTWARE SERVICE LEVEL AGREEMENT

This Service Level Agreement (this “SLA”) sets forth Samsara’s obligations and Customers’ rights with respect to the performance of Samsara’s Hosted Software.

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

“Downtime” means when the Customer is unable to log into the Hosted Software dashboard due to failure(s) in the Firmware or Hosted Software, as confirmed by both Customer and Samsara. Please note that individual device failures are not considered downtime but may be covered under Samsara’s hardware warranty.

“Monthly Uptime Percentage” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

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

2. Service Level Warranty. During the Term, the Hosted Software will be operational and available to Customer at least 99.99% of the time in any calendar month (the “Service Level Warranty”). If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, and if Customer meets its obligations under this Agreement, then Customer will be eligible to receive Service Credit as follows:

Uptime	Days Credited
< 99.99% – ≥ 99.9%	3
< 99.9% – ≥ 99.0%	7
< 99.0% – ≥ 90.0%	15
< 90.0%	30

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

4. Maximum Service Credit. The aggregate maximum amount of Service Credit to be issued by Samsara to Customer for all Downtime that occurs in a single calendar month will not exceed 30 days.

5. Exclusions. The Service Level Warranty does not apply to any services that expressly exclude this Service Level Warranty (as stated in the documentation for such services) or any outages or performance issues (i) caused by strikes (other than strikes of a party’s own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions (other than with respect to a party’s own employees), earthquakes, material shortages, epidemic, disease, failure of utilities or communication or electronic systems, or any other causes that are beyond the reasonable control of a party so long as the parties use commercially reasonable efforts, including the implementation of business continuity measures, to mitigate the effects of such force majeure; (ii) that resulted from Customer and/or third party equipment, systems, networks, or infrastructure (not within the primary control of Samsara); (iii) that otherwise resulted from Customer’s violation of the restrictions or Customer responsibilities set forth in the Master License and Services Agreement between Customer and Samsara; or (iv) caused by a third party hosting service contracted by Samsara to provision the Hosted Software.

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



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

QUOTE #Q-509470

Issued 12-13-2022

Expires 02-28-2023

Sourcewell Contract #: 020221-SAM

Prepared For:
 Lee County Solid Waste Department
 10500 Buckingham Road
 Ft Myers, Florida
 33905

Prepared By:
 Lisa Page
 lisa.page@samsara.com

Quote Summary

Subtotal

Hardware and Accessories

\$970.00

Licenses

License Term – 36
 Months

Shipping and Handling \$1,260.00

Upfront Hardware Sales Tax \$0.00

Annual License Sales Tax \$0.00

First Year Payment \$79,358.80

Payments Beginning Year Two \$77,128.80

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



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

SHIP TO Stuart Schaad
10500 Buckingham Rd
Attn: Fleet Maintenance Building
Fort Myers, Florida, 33905
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
CM inward camera-lens cover ACC-CM3-CVR1	97	\$10.00	\$970.00
Dual-facing dash-camera, series 3. HW-CM32	76	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	41	\$0.00	\$0.00
AG52 Powered Asset Gateway HW-AG52	40	\$0.00	\$0.00
AG5x Power Cable (BPWR) CBL-AG-BPWR	40	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	38	\$0.00	\$0.00
VG54 Aux Cable CBL-VG-CAUX	37	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54 HW-VG54-NA	35	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	27	\$0.00	\$0.00
Dual-facing dash-camera, series 3. HW-CM32	21	\$0.00	\$0.00
Enhanced VG Series direct-wire non-diagnostic power cable CBL-VG-CPC	21	\$0.00	\$0.00
Camera Connector ACC-CM-ANLG	21	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54 HW-VG54-NA	21	\$0.00	\$0.00
Enhanced VG Series J1939 cable for Volvo/Mack OBDII connectors CBL-VG-CJ1939-VM	11	\$0.00	\$0.00
AG26 HW-AG26	7	\$0.00	\$0.00
AG J1939 9pin cable CBL-AG-A9PIN	5	\$0.00	\$0.00
9-pin Caterpillar cable CBL-AG-ACT9	2	\$0.00	\$0.00



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 www.samsara.com

Hardware Due	\$970.00
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Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Basic Powered Asset Tracker LIC-AG-PWR-BASIC	40	\$168.00	\$6,720.00
License for Asset Gateways LIC-AG2-ENT	7	\$191.40	\$1,339.80
License for Dual-Facing Camera LIC-CM2-ENT	21	\$495.00	\$10,395.00
Camera Connector License LIC-CM-ANLG	21	\$210.00	\$4,410.00
License for Dual-Facing Camera LIC-CM2-ENT	76	\$495.00	\$37,620.00
		Annual License Due	\$60,484.80

Bundles	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	76	\$219.00	\$16,644.00
		Annual License Due	\$16,644.00



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

Thank you for considering Samsara for your fleet.

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

What is included?

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

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

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



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

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually and, if applicable, a one-time Hardware cost to be paid annually (Net-30). The annual fees are payable by recurring transfer. All transfers are subject to a 3% processing fee, unless the transfer is done via ACH (credit or debit), check, or wire, in which case the 3% processing fee will be waived. Late payments are subject to 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 pursuant to our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Your use and access of the Hardware, Products, and Services specified herein are governed by the Master License and Service Agreement entered into between the parties (the "Terms of Service").



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

You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. 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.



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

Notification of Confidentiality

Except as legally required under Chapter 119, Florida Statutes, the Florida Public Records 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:

Brian Hamman

Print Name:

BRIAN HAMMAN

Date:

3/16/2023

Title:

CHAIR

Approved as to Form for the
Reliance of Lee County Only

By:

[Signature]

Office of the County Attorney