

FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SAMSARA INC.**, a Delaware corporation, whose address is 1 De Haro Street, San Francisco, CA 94107 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated August 12, 2020, an Amendatory Agreement dated June 10, 2021, a Second Amendatory Agreement dated May 25, 2022, and a Third Amendatory Agreement dated May 10, 2023, to provide maintenance, tracking, and monitoring of City owned vehicles (the “Agreement”); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective upon execution, all references to Exhibits A, A-1, A-2, and A-3 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, A-3, and A-4, as applicable. Exhibit A-4 is attached and will control from the date of execution.

2. Subsection 18.4.1 of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“**18.4.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Four Million Nine Hundred Sixty-Eight Thousand Three Hundred Seventy Dollars and Thirty-Nine Cents (\$4,968,370.39) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in the Exhibits. Any services performed beyond those in the Exhibits or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

3. Effective upon execution, a new Section 54, titled “**COMPLIANCE WITH DENVER WAGE LAWS**,” is hereby added to the Agreement and shall read as follows:

“**54. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

4. Effective upon execution, a new Section 55, titled “**ACCESSIBILITY AND ADA WEBSITE COMPLIANCE**,” is hereby added to the Agreement and shall read as follows:

“55. **ACCESSIBILITY AND ADA WEBSITE COMPLIANCE**: The Contractor shall comply with, and the Work provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the “Guidelines”), to the extent required by law. The Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.”

5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

6. This Fourth Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

7. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-4**, Scope of Work.

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Contract Control Number: DOTI-202475766-04 [202055321-04]
Contractor Name: Samsara Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202475766-04 [202055321-04]
Samsara Inc.

By: Signed by:
Adam Eltoukhy
5649DAAA31CA47F... _____

Name: Adam Eltoukhy
(please print)

Title: EVP, Chief Legal Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-4



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

QUOTE #Q-1482707

Issued 08-14-2024

Expires 08-28-2024

Prepared For:
City and County of Denver
5440 Roslyn St. Bldg. C
Denver, Colorado
80216

Prepared By:
Greg Johnson
greg.johnson@samsara.com

Quote Summary

Subtotal

Hardware and Accessories

USD \$0.00

Licenses

License Term - 3 Months

USD \$8,437.50

Shipping and Handling

USD \$235.00

Sales Tax Total

USD \$0.00

Due Upfront

*(Contract Beginning October 1, 2024 -
December 23, 2024)*

USD \$8,672.50

Budgetary Renewal Amount

USD \$22,500.00

*(This amount is for customer budgetary reasons and is being included in a
larger renewal amount with dates January 1, 2025 - August 31, 2025)*

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

Exhibit A-4



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

SHIP TO Dominica Thalley
5440 Roslyn St Bldg. C Door 1
Denver, Colorado, 80216
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG55 HW-VG55-NA	50	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	50	\$0.00	\$0.00
Dual-facing dash-camera, series 4 HW-CM34	50	\$0.00	\$0.00
		Hardware Due	USD \$0.00

Licenses	Quantity	Net Unit Price	Total Price
License for Vehicle Gateways LIC-VG-ENT	50	\$67.50	\$3,375.00
License for Dual-Facing Camera LIC-CM2-ENT	50	\$101.25	\$5,062.50
		License Due	USD \$8,437.50

Exhibit A-4

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

Thank you for considering Samsara

Samsara's mission is to increase the safety, efficiency, and sustainability of the operations that power the global economy. We are the pioneer of the Connected Operations Cloud, which allows businesses that depend on physical operations to harness IoT data to develop actionable business insights and improve their operations. We are pleased to offer you the Samsara products and services included in this Order Form.

What is included?

Samsara's connected operations solution includes the Products listed in this Order Form. Licenses provide all features included in the respective license, including access to the following as applicable:

- Access to the Samsara Hosted Software dashboard and as applicable mobile App features
- Samsara Software updates
- API access for integration with third party systems as applicable to your licenses
- Support and maintenance for Samsara Products as applicable
- Access to learning resources

Payment Terms

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

License Term

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

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment,

Exhibit A-4



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

the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment..

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

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. 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 Services Agreement entered into between the Parties on August 2, 2020 (the 'Terms of Service').

Exhibit A-4



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

Billing Details:

Bill to:

City and County of Denver
5440 Roslyn St. Bldg. C
Denver, Colorado, 80216

Billing Contact:

Name: Bill Zollo
Title: Manager
Billing Email: william.zollo@denvergov.org
Phone Number:

Payment Information:

Payment Method: ACH
Payment Terms: Net 45
Payment Frequency: Upfront Payments

If a Purchase Order (PO) is required for invoicing, please check this box:

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

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: _____

Title: _____