

FIFTH AMENDATORY AGREEMENT

THIS FIFTH 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, a Third Amendatory Agreement dated May 10, 2023, and a Fourth Amendatory Agreement dated October 23, 2024, 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 September 1, 2025, all references to Exhibits A, A-1, A-2, A-3, and A-4 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, A-3, A-4, and A-5, as applicable. Exhibit A-5 is attached and will control from September 1, 2025.

2. Section 17 of the Agreement, titled “**TERM**” is amended to read as follows:

“**17. TERM**: The term of the Agreement (“Term”) shall commence on September 1, 2020, and expire, unless sooner terminated, on August 31, 2030. At the end of the Term, the Agreement may be renewed for an additional five (5) year term at an annual unit price not to exceed five percent (5%) of the previous annual unit price. At the end of the initial Term, the Parties may mutually agree to adjust the pricing based upon the City’s actual or anticipated usage.”

3. 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 Ten Million Eight Hundred Ninety-Six Thousand Two Hundred Eighty-One Dollars and Eighty-Nine Cents (\$10,896,281.89) (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.”

4. Effective upon execution, a new Section 56, titled “**TITLE AND RISK OF LOSS**,” is hereby added to the Agreement and shall read as follows:

“**56. TITLE AND RISK OF LOSS**: Title to the Samsara Hardware and Software purchased will vest to the City upon shipment. Risk of loss will remain with the Contractor until the Samsara Hardware is delivered to the City, and the City will replace lost or damaged Hardware in accordance with its Hardware Warranty and RMA Policy at no additional cost to the City.”

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

6. This Fifth 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-5**, Scope of Work.

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number:
Contractor Name:

DOTI-202578204-05 [202055321-05]
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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: DOTI-202578204-05 [202055321-05]
Contractor Name: 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-5

Success Plan - The City & County of Denver

Scope Statement Overview

Samsara and City and County of Denver successfully deployed Samsara's connected operations platform as part of the original contract. The Samsara deployment consists of licensed SaaS cloud Software for VG55, CM34, AG53, AG51, AT11, AG26; as well as any other Hardware or Software purchases as part of the ongoing Samsara partnership. The Samsara deployment also comes with free over-the-air software updates to the Firmware for life, 24/7 customer support, and a dedicated Customer Success Manager (CSM) responsible for providing consultation with the City and County of Denver for long term value realization.

The Success Plan serves to clarify and formalize objectives of the Samsara deployment for purposes of the City and County of Denver's renewal and expansion orders.

In Scope Objectives and Services

Samsara will continue to assign a dedicated CSM to partner with the Account Executive (AE) and Sales Engineer (SE) for general needs. The CSM is responsible for the following:

- Regular value check-in
- Annual partnership review
- Ad hoc solution consultations
- General guidance on platform adoption and optimization

Samsara will coordinate with the City and County of Denver for potential integration and custom reporting needs by scoping specific deliverables with Samsara's Solution Integration Services (SIS) team. Additional purchases of new products may require an Implementation Consultant depending on size and complexity of the deployment.

In addition to the account team, City and County of Denver will have access to the following resources included as part of its continuing partnership with Samsara:

- [Samsara Support](#)
- [Knowledge Base](#)
- [Samsara Academy](#); including [Quick Tip videos](#) and [Professional Credentials](#)
- [API Developer](#)
- [Samsara Webinars](#)

Project Roles and Responsibilities*

* These assignments can change as roles and responsibilities change within our organization at the discretion of the Director, Brad Salazar.

The City & County of Denver has assigned the following Project Leads. The City & County of Denver will also appoint sub-roles for each project area. The second-tier roles, such as installation location point-of-contacts and driver trainers, are required and integral to the project's success.

Role	Responsibilities	Participant(s)
Customer Project Sponsor(s)	<ul style="list-style-type: none"> • Ultimate decision-maker • Provide project oversight and guidance • Review/Approve Project Plan • Approves major funding and resource allocation strategies, and significant changes to funding/resource allocation 	Brad Salazar
Customer Project Manager	<ul style="list-style-type: none"> • Review/Approve Project Plan (after Project Sponsor) • Commits company resources; coordinates participation of work groups, individuals and stakeholders • Chair implementation team; manages day-to-day decision-making and scheduling project team meetings • With Samsara Customer Success Manager (CSM), identify risks and help getting resources to resolve • With Training leads, appoints administrators and trainers • Assists with software configuration • Communicate project goals, status and progress throughout the project to company personnel • Included on all project communications 	Bill Zollo/ Dominica Thalley
Customer Hardware Installation Lead	<ul style="list-style-type: none"> • Responsible for coordination of initial installation of Samsara devices • Act as maintenance contact and point person for reordering hardware as needed throughout implementation (in coordination with Samsara Technical Support) • Maintain and update master list of vehicles with supporting information • Attend installation milestone meetings with project team, communicate regular installation updates • Identify Supporting Leads for Installation across all locations 	Bill Zollo/ Dominica Thalley
Customer Training Lead	<ul style="list-style-type: none"> • Tasked, in partnership with the Samsara CSM, with the development and execution of company-wide training on Samsara products. • Responsible for helping the CSM with any customer-specific training materials needed • Attend project meetings with project team, communicate training updates • Identify Driver and Admin Trainers across all locations 	Bill Zollo/ Michael Helgeson

	<p>Responsible for developing communication plan to end users and company overall</p> <ul style="list-style-type: none">• Responsible for executing communication plan	Bill Zollo/ Michael Helgeson
Technical Lead (Integrations)	<ul style="list-style-type: none">• Accountable for all technical planning and decisions made on behalf of the customer throughout the length of the implementation• Communicate with Samsara Customer Support on any technical issues in the platform and driver app• Responsible for working and communicating with Samsara on any integration configurations• Identify Supporting Leads for any integration deployments• Attend project meetings with project team, communicate technical updates• Attend administrator training	Bill Zollo/ Dominica Thalley
Asset / Maintenance Lead	<ul style="list-style-type: none">• Administrator of all Asset related requirements• In-house equipment expert• Attend administrator training for cloud dashboard• Attend project meetings with project team, communicate compliance updates• Responsible for identifying end-users to perform maintenance test scenarios	Bill Zollo
Electrification Lead	<ul style="list-style-type: none">• Administrator of all EV related requirements• In-house EV vehicle expert	Bill Zollo/ Donnie Cruz



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

SHIP TO					
Hardware and Accessories	Quantity	List Price	Discount %	Net Unit Price	Total Price
				Hardware Due	USD 0

Licenses	Quantity	List Price	Discount %	Net Unit Price	Total Price
License for Vehicle Gateways LIC-VG-ENT	1608	\$528.00	46.318%	\$94.48	\$151,923.84
License for Dual-Facing Camera LIC-CM2-ENT	1608	\$720.00	40.95%	\$141.72	\$227,885.76
License for Asset Gateways LIC-AG2-ENT	235	\$264.00	51.636%	\$42.56	\$10,001.60
License for Unpowered Asset Tracker LIC-AG-UNPWR	112	\$144.00	52.75%	\$22.68	\$2,540.16
Asset Tag License LIC-AT-TAG	100	\$114.00	31.553%	\$26.01	\$2,601.00
License for Environmental Monitors LIC-EM-ENT	17	\$108.00	60.5%	\$14.22	\$241.74
				License Due	USD \$395,194.10



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

QUOTE #Q-1787278

Issued 01-31-2025

Expires 08-31-2025

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

Prepared By:
Stefan Dolinsky
stefan.dolinsky@samsara.com

Quote Summary	Subtotal
Hardware and Accessories	USD \$0.00
Licenses License Term - 4 Months	USD \$395,194.10
Shipping and Handling	USD \$0.00
Sales Tax Total	USD \$0.00
Due Upfront	USD \$395,194.10

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



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SHIP TO			
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		Hardware Due	USD 0
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License for Unpowered Asset Tracker LIC-AG-UNPWR	112	\$22.68	\$2,540.16
Asset Tag License LIC-AT-TAG	100	\$26.01	\$2,601.00
License for Environmental Monitors LIC-EM-ENT	17	\$14.22	\$241.74
		License Due	USD \$395,194.10



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. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law.

Payment Schedule

The payment schedule agreed upon by Samsara and Customer are as follows. The payment terms are Net 30. The first and sixth payment periods are prorated accordingly for 4 and 8 months respectively to align with the customer's fiscal budgetary period.

Payment 1: due September 31st, 2025; \$395,194.10

After the initial license term set forth in this Order Form, Customer's licenses shall renew at the same annual unit pricing for four (4) successive one-year periods (with the fifth period prorated) for a total aggregate license term of sixty (60) months, and Customer's payment schedule for such renewal periods shall be as follows:

Payment 2: due January 31st, 2026; \$1,185,582.30

Payment 3: due January 31st, 2027; \$1,185,582.30

Payment 4: due January 31st, 2028; \$1,185,582.30

Payment 5: due January 31st, 2029; \$1,185,582.30

Payment 6: due January 31, 2030; \$790,388.20

For clarity, Customer will not receive new Hardware at renewal unless Customer purchases additional Hardware from Samsara.



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

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

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

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

Support and Warranty

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



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

Does your organization require a purchase order (PO) in order to process payment to vendors?

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.