

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SAMSARA INC. (FKA SAMSARA NETWORKS INC.)**, a Delaware corporation whose address is 1990 Alameda Street, 5th Floor, San Francisco, California 94130 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into Master Services Agreement dated August 12, 2020, and a First Amendatory Agreement dated June 10, 2021 (collectively, the “Agreement”) to aid the City in the maintenance, tracking and monitoring of city owned vehicles.

B. The Parties wish to amend the Agreement to modify the scope of work, increase the maximum contract amount, and to make such other amendments as are herein set forth.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references to “...Exhibit A and A-1...” in the Agreement shall be amended to read: “...Exhibit A, A-1 and A-2...” as applicable. The scope of work marked as **Exhibit A-2** attached to this Second Amendatory Agreement is hereby incorporated by reference.

2. Section 18 of the Agreement entitled **COMPENSATION AND PAYMENT** Sub-paragraph 18.4 entitled “**Maximum Agreement Liability**” is amended to read as follows:

“18.4 Maximum Agreement Liability:

18.4.1 Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FOUR MILLION SEVEN HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS AND EIGHTY-NINE CENTS (\$4,779,445.89)**. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor's risk and without authorization under the Agreement.”

3. Section 36 of the Agreement entitled **NO DISCRIMINATION IN EMPLOYMENT** is hereby deleted in its entirety and replaced with:

SAMSARA INC. (FKA SAMSARA NETWORKS INC.)
DOTI-202262622-02

“36. NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.”

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Second Amendatory Agreement will not be 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.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: DOTI-202055321-02 [DOTI-202262622-02]
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

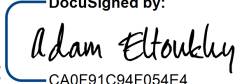
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202055321-02 [DOTI-202262622-02]
Samsara Inc.

By:  CA0F91C94F054E4...

Name: Adam Eltoukhy
(please print)

Title: General Counsel
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Samsara Networks Inc
 350 Rhode Island Street
 4th Floor, South Building
 San Francisco, CA 94103
 www.samsara.com

QUOTE #Q-253738

Issued 02-17-2022

Expires 07-01-2022

Prepared For:

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

Quote Summary

Subtotal

Hardware and Accessories

\$0.00

Licenses

License Term – 18
 Months

Shipping and Handling \$240.00

Upfront Hardware Sales Tax \$0.00

Annual License Sales Tax \$0.00

Upfront Payment Due (First 6 Months) **\$17,115.00**
 Contract Beginning July 1st
 July 2022 - December 2022

Annual Payment **\$33,750.00**
 Payment for January 2023 - December 2023

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



Samsara Networks Inc
 350 Rhode Island Street
 4th Floor, South Building
 San Francisco, CA 94103
 www.samsara.com

SHIP TO Ann Zubricky
5440 Roslyn Street
Building C - Bill Zollo
Denver, Colorado, 80216
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Dual-facing dash-camera, series 3. HW-CM32	50	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	25	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54 HW-VG54-NA	25	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	25	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	25	\$0.00	\$0.00
		Hardware Due	\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways LIC-VG-ENT	50	\$270.00	\$13,500.00
License for Dual-Facing Camera LIC-CM2-ENT	50	\$405.00	\$20,250.00
		Annual License Due	\$33,750.00



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San Francisco, CA 94103
www.samsara.com

Thank you for considering Samsara

The Samsara platform provides real-time visibility, AI safety programs, and powerful analytics that enable customers to increase the safety, sustainability, and efficiency of their operations. A solution for your business is proposed below.

What is included?

Samsara's connected operations solution may include cellular gateways, hardware accessories, and a per-gateway license. Licenses provide all ongoing elements of the service, including:

- Real-time sensor data
- Cellular data connectivity
- Access to the Samsara Dashboard and mobile apps
- Over-the-air software updates and firmware upgrades
- API access for integration with 3rd party systems as they relate to your licenses
- Support and maintenance for Samsara Products
- Access to training resources

Wifi Data Usage

The Enterprise Vehicle Gateway License (LIC-VG-ENT) includes up to 500MB per month of WiFi data. No other Vehicle Gateway license includes WiFi data, unless identified otherwise in this Order Form together with the magnitude of data included. Connectivity between the Vehicle Gateway and Samsara Services does not count towards the monthly WiFi data provision. Samsara reserves the right to limit access to personal entertainment streaming services. Data usage above the monthly threshold may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of HOS Logs. Customer may track data usage from the Gateways page within the Settings section of the Samsara dashboard.



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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 upfront (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 begins on the day your Samsara Hardware ships. If you wish to continue using the Samsara Software when your license term ends, you may renew your license. 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. The Samsara Software license term for each Hardware device will start on the day that device ships regardless of the shipment schedule for the other Hardware devices. If all Hardware is shipped in one shipment, the license term for all Hardware will be the full license term under this Order Form. If Hardware is shipped in multiple shipments, only the license term of Hardware in the initial shipment will be as such a full license term. The license term of the remaining 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 Hardware under this Order Form expires on the same date. The total cost of the licenses for Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time, and are subject to potential reduction based on the actual schedule of order fulfillment.

Support and Warranty

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