

### THIRD AMENDATORY AGREEMENT

**THIS THIRD 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 now 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, and a Second Amendatory Agreement dated May 25, 2022, 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, and A-2 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, and A-3, as applicable. Exhibit A-3 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 Thirty-Seven Thousand One Hundred Ninety-Seven Dollars and Eighty-Nine Cents (\$4,937,197.89) (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 **Exhibits A, A-1, A-2, and A-3**. Any services performed beyond those in **Exhibits A, A-1, A-2, and A-3** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

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

4. This Third 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.

5. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-3**, Scope of Work.

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**Contract Control Number:** DOTI-202367151-03 / 202055321-03  
**Contractor Name:** SAMSARA INC. (FKA SAMSARA NETWORKS 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: \_\_\_\_\_  
\_\_\_\_\_

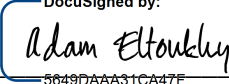
**APPROVED AS TO FORM:** **REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By: \_\_\_\_\_ By: \_\_\_\_\_  
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202367151-03 / 202055321-03  
SAMSARA INC. (FKA SAMSARA NETWORKS INC.)

By:  \_\_\_\_\_  
5649DAAA31CA47F...

Name: Adam Eltoukhy  
(please print)

Title: Executive Vice President, Chief Legal Officer  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



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

**QUOTE #Q-801026****Issued 04-25-2023****Expires 05-25-2023****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 – 19  
Months

Shipping and Handling

\$315.00

Upfront Hardware Sales Tax

\$0.00

Annual License Sales Tax

\$0.00

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

**Upfront Payment Due (First 7 Months)**

Contract Beginning May 1st  
(May 2023 -December 2023)

**\$39,691.19****Payments Beginning Year Two****\$67,502.04**



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

**SHIP TO William Zollo**  
**5440 Rosland St**  
**Building C - Door 1**  
**Denver, Colorado, 80216**  
**United States**

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Dual-facing dash-camera, series 3. HW-CM32	100	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	50	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54 HW-VG54-NA	50	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	50	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	50	\$0.00	\$0.00
Hardware Due			\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Dual-Facing Camera LIC-CM2-ENT	100	\$405.00	\$40,500.00
License for Vehicle Gateways LIC-VG-ENT	100	\$270.02	\$27,002.00
Annual License Due			\$67,502.00