MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City" or "Customer") and Samsara Networks Inc., a Delaware corporation, whose address is 1990 Alameda Street, Fifth Floor, San Francisco, CA 94103 ("Contractor" or "Samsara"), individually a "Party" and jointly "the Parties."

RECITALS

WHEREAS, the City is desirous of engaging a hosted third-party solution provider to aid the City in the maintenance, tracking and monitoring of city owned vehicles and the Contractor has agreed to provide hardware, software, and related products and services, under the terms and conditions as set out below and in Appendix A attached hereto; and

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 City and Contractor incorporate the recitals set forth above agree as follows:

1. **DEFINITIONS**. Whenever used herein, any schedules, exhibits, order forms, or addenda to this Agreement, the following terms shall have the meanings assigned below or in Appendix A unless otherwise defined therein. Other capitalized terms used in this Agreement are defined in the context in which they are used.

1.1. **"City Data"** means all data captured by City's use of the Hardware, data entered by City into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data, any data or information that City provides to Contractor 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), and all records relating to the City's use of Contractor Services. City Data also includes Confidential Information disclosed to Contractor. For the avoidance of doubt, City Data does not include any Samsara Software.

1.2. "**Confidential Information**" means all records, information, or data that is disclosed in written, graphic or machine recognizable form and is marked, designated, labeled or identified at the time of disclosure as being confidential, "proprietary" or its equivalent, or,

if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is not subject to disclosure under CORA. Contractor Confidential Information also includes information related to any Products, including any pricing thereof, customers, and any data or information that Contractor provides to City in the course of providing the Products to City. Confidential Information shall include, but is not limited to, PII, PCI, federal or state tax information ("Tax Information"), Criminal Justice Information (CJI), personnel records, financial, statistical, personnel, human resources data or Personally Identifiable Information and/or Personal Information as described in the C.R.S 24-73-101, *et seq*; attorney/client privileged communications; information which is exempt per federal laws (including but not limited to copyright), all of which is not subject to disclosure under CORA. Confidential Information does not include information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential Information (the "Receiving Party") with the prior written approval of the other party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; or (g) is required by law to be disclosed.

1.3. **"CORA"** means the Colorado Open Records Act, §§ 24-72-200.1, *et seq*., C.R.S.

1.4. **"Data Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the City. Data Incidents include, without limitation (i) successful attempts to gain unauthorized access to a City system or the City information regardless of where such information is located; and (ii) the unauthorized use of a City system for the processing or storage of data. It shall also include any actual or reasonably suspected unauthorized access to or acquisition of computerized City Data that compromises the security, confidentiality, or integrity of City Data, or the ability of the City to access City Data.

1.5. **"Documentation"** means, collectively: (a) all materials published or otherwise made available to the City by Contractor that relate to the functional, operational and/or performance capabilities of the Services; (b) all user, operator, system administration,

technical, support and other manuals and all other materials published or otherwise made available by Contractor, including marketing materials that describe the functional, operational and/or performance capabilities of the Services; (c) the results of any Contractor "Use Cases Presentation," "Proof of Concept" or similar type presentations or tests provided by Contractor to the City or as required to be produced by Contractor subject to the terms of this Agreement; and (d) any Product training, technical services or documentation made available to the City through the Samsara website or otherwise made available to the City by Contractor.

1.6. **"Effective Date"** means the date on which this Agreement is fully approved and signed by the City as shown on the Signature Page for this Agreement. The Effective Date for Services may be set out in an Order Form or similar exhibit.

1.7. **"Enhancements"** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Contractor may develop or acquire and incorporate into its standard version of the Services or which Contractor has elected to make generally available to its customers.

1.8. "**Equipmen**t" or "**Hardware**" means the Samsara hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that City has purchased, received for a free trial, or have otherwise acquired via an Order Form, and any hardware, machinery, device, tool, computer, computer component, computer system, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus, to be provided to the City by Contractor under this Agreement.

1.9. **"Intellectual Property Rights"** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation in part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law.

1.10. "**Order Form**" means a quote in the form attached hereto as an exhibit, setting forth

certain Products and/or Services to be provided pursuant to this Agreement. Any reference to an "Order Form" in this Agreement includes Products and/or Services purchased by the City pursuant to Contractor's online ordering process. An Order Form can also be a statement of work or scope of work if attached to this Agreement.

1.11.　**"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

1.12.　**"PII"** means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-72-501 and 24-73-101, C.R.S.

1.13.　"**Product(s)**" means Services, software, Equipment, and supplies delivered, or to be delivered, pursuant to an Order Form.

1.14.　**"Protected Information"** includes, but is not limited to, personally-identifiable information, student records, protected health information, criminal justice information or individual financial information and other data defined under § 24-72-101 *et seq.*, and personal information that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. The loss of such Protected Information would constitute a direct damage to the City.

1.15.　**"Services"** means Contractor's computing solutions, provided to the City pursuant to this Agreement, provided in accordance with the Documentation which includes Samsara Software and Professional Services, including without limitation all Enhancements thereto and all interfaces.

1.16.　"**Service Level Agreement(s)**" mean the provisions set forth on Exhibit E attached hereto, which are incorporated into this Agreement by this reference.

1.17.　**"Subcontractor"** means any third party engaged by Contractor to aid in performance of , installation of, or improvement to the work, Samsara Software or the Service, or necessary for Contractor to collect, use, and share City Data in accordance with this Agreement. Contractor shall provide to the City upon request a list of Subcontractors providing material

services to the Service.

1.18. "**System**" means the operational combination of all Products and Services to be provided by Contractor to the City under this Agreement.

1.19. **"Third Party"** means persons, corporations and entities other than Contractor, Subcontractors, the City or any of their employees, contractors or agents.

1.20. **"Third-Party Host"** means the entity where the physical location of the server(s) of the Contractor's software resides.

2. RIGHTS AND LICENSE IN AND TO DATA

2.1. The Parties agree that as between them, all rights in and to City Data shall remain the exclusive property of the City, and Contractor has a limited, nonexclusive, transferable, sublicensable, worldwide, royalty-free license to access, use, copy, modify, creative derivative works based upon, display, and distribute City Data in connection with operating and providing the Services as provided in this Agreement solely for the purpose of performing its obligations hereunder.

2.2. Unless otherwise expressly provided in this Agreement, all City Data created and/or processed by the Service is and shall remain the property of the City and Contractor shall not have any rights in or to the City Data without the express written permission of the City.

2.3. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

2.4. Subject to the terms and conditions specified in this Agreement, the City retains the right to use the Service to access and retrieve data stored on Contractor's Service infrastructure at any time during the term of this Agreement at its sole discretion, including exporting City Data at any time through the export features in the Samsara dashboard or via the Samsara API. The City acknowledges that some information may not be exportable via the Samsara dashboard or the API. If this Agreement terminates or expires and City does not renew, City Data may be immediately deleted.

3. DATA PRIVACY

3.1. Unless otherwise expressly provided in this Agreement, Contractor will use City Data only for the purpose of fulfilling its duties under this Agreement and for the City's sole benefit and will not share City Data with or disclose it to any Third Party without the prior written consent of the City or as otherwise required by law. By way of illustration and not of limitation,

Contractor will not engage in "data mining" of City Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the City.

3.2. Contractor will provide access to City Data only to those Contractor employees, contractors and Subcontractors ("Contractor Staff") who need to access City Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to City Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications reasonably appropriate to the nature of the employees' duties and the sensitivity of City Data they will be handling.

3.3. If Contractor receives Protected Information of a Colorado resident under this Agreement, Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the personal identifying information and the nature and size of Contractor's business and its operations. Unless Contractor agrees to provide its own security protections for the information it discloses to a third-party service provider, Contractor shall require all its third-party service providers to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the personal identifying information disclosed and reasonably designed to help protect the personal identifying information subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. Contractor and its third-party service providers that maintain electronic or paper documents that contain Protected Information under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the Protected Information to make it unreadable or indecipherable when the records are no longer needed.

3.4. Contractor may provide City Data to its agents, employees, assigns, and Subcontractors as necessary to perform the work under this Agreement, but shall restrict access to Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign, or have signed, agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the

nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractor has access to any Confidential Information.

4. **DATA SECURITY AND INTEGRITY**

4.1. All facilities, whether Contractor hosted or Third-Party Hosted, used to store and process City Data will implement and maintain reasonable administrative, physical, technical, and procedural safeguards designed to safeguard and ensure the adequate protection of City Data from unauthorized access, destruction, use, modification, or disclosure appropriate for City Data. Such measures, when applicable due to the presence of Protected Information, include, but are not limited to, all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), (vii) §24-72-101 et seq., (viii) the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942);, if applicable.

4.2. Contractor will encrypt all City Data in transmission (including via web interface) and in storage on the Hosted Software by an industry-standard and generally accepted encryption method. For the avoidance of doubt, methods approved by the National Institute of Standards and Technology (NIST) shall qualify for purposes of this provision. City Data transmitted between the City and the Samsara Services and at rest within Samsara's systems will be encrypted .

4.3. Contractor shall use industry-standard security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting in providing Services under this Agreement. Contractor shall use commercially reasonable efforts to ensure that any underlying or integrated software employed by the Service is updated on a regular basis and does not pose a threat to the security of the Service.

4.4. Contractor shall, and shall cause its Subcontractors, to use commercially reasonable efforts to do all of the following:

4.4.1. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement.

4.4.2. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.

4.4.3. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.

4.4.4. Implement policies and procedures to provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.

4.4.5. Promptly report all Data Incidents.

4.4.6. Comply with all rules, policies, procedures, and standards issued by the City's Technology Services Security Section.

4.4.7. Contractor has performed background checks on all of its respective employees and agents performing services or having access to City Data provided under this Agreement

4.5. If applicable, Contractor shall use, hold, and maintain Confidential and Protected Information in compliance with all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all Confidential and Protected Information.

4.6. Prior to the Effective Date of this Agreement, Contractor, will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year:

4.6.1. A SSAE 16/SOC 2 or equivalent audit of Contractor's security policies, procedures and controls;

4.7. Contractor will provide the City the reports or other documentation resulting from the above audits, certifications, scans and tests upon City's request.

5. <u>RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA</u>

5.1. Except as otherwise expressly prohibited by law, Contractor will:

5.1.1. If required by a court of competent jurisdiction or an administrative body to disclose City Data, Contractor will notify the City in writing immediately upon receiving notice of such requirement and prior to any such disclosure;

5.1.2. Consult with the City regarding its response;

5.1.3. Cooperate with the City's reasonable requests in connection with efforts by City to intervene and quash or modify the legal order, demand or request; and

5.1.4. Upon request, provide the City with a copy of its response.

5.2. If the City receives a subpoena, warrant, or other legal order, demand or request seeking data maintained by Contractor, the City will promptly provide a copy to Contractor. Contractor will use reasonable efforts to supply the City with copies of data required for the City to respond within forty-eight (48) hours after receipt of copy from the City and will cooperate with the City's reasonable requests in connection with its response.

6. **DATA INCIDENT RESPONSE**

6.1. Contractor shall maintain documented policies and procedures for Data Incident and breach reporting, notification, and mitigation. If Contractor becomes aware of any Data Incident, it shall notify the City without undue delay and reasonably cooperate with the City regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the City. If there is a Data Incident impacting residents of Colorado or any other jurisdiction, Contractor shall cooperate with the City to satisfy notification requirements as as required under applicable federal, state, or local law. If Contractor, any of its agents, employees, assigns or Subcontractors are the direct cause or source of the Data Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Data Incident as required by law. After a Data Incident, Contractor shall take reasonable steps to reduce the risk of incurring a similar type of Data Incident in the future.

6.2. Contractor shall report, either orally or in writing, to the City any Data Incident involving City Data, not authorized by this Agreement or in writing by the City, including any reasonably suspected unauthorized access to City Data. Contractor shall make the report to the City without undue delay upon discovery of the unauthorized disclosure, but in no event more than seventy-two (72) hours after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data Incidents will be reduced to writing and supplied to the City as soon as reasonably practicable.

6.3. Upon becoming aware of any such Data Incident, Contractor shall fully investigate the circumstances, extent and causes of the Data Incident, and keep the City informed of the progress of its investigation until the issue has been effectively resolved.

6.4. Contractor's report discussed herein shall identify, to the extent reasonably available: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

6.5. Contractor shall reasonably cooperate with the City's investigation of and response to any such Data Incident.

6.6. Except as otherwise required by law, Contractor will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from the City.

6.7 Subject to Section 1.9.2 of Appendix A, if Contractor, any of its agents, employees, assigns or Subcontractors are the direct cause or source of the Data Incident, Contractor will promptly reimburse the City in full for all reasonable and documented costs incurred by the City in providing notification to Third Parties whose data were compromised and to regulatory bodies, law-enforcement agencies or other entities; legally required credit monitoring and/or identity restoration services; and the payment of fines and penalties imposed by regulatory agencies or courts of law directly as a result of the Data Incident

7. <u>DATA RETENTION AND DISPOSAL</u>

7.1. Contractor will regularly backup data and retain such backup copies consistent with Contractor's data retention policies.

7.2. Upon City's request, Contractor will securely destroy any backup copies of City Data on the Hosted Software. Contractor will supply the City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.

7.3. Contractor will promptly preserve the state of the data at the time of the request and place a "hold" on data destruction or disposal under its usual records retention policies of records that include data, in response to an oral or written request from the City indicating that those records may be relevant to litigation that the City reasonably anticipates. Oral requests by the

City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. The City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by the City.

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION

8.1. Upon expiration or earlier termination of this Agreement or any Services provided in this Agreement, Contractor shall reasonably cooperate with the City or such replacement provider and promptly take all reasonable steps required to assist in effecting a complete transition of the Services designated by the City. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Agreement. Contractor may extend the Agreement to continue on a month-to-month basis if additional time is required beyond the termination of the Agreement, if necessary, to effectuate the transition and the City shall pay a proration of the subscription fee.

8.2. Upon the expiration or termination of this Agreement, Contractor shall return City Data provided to Contractor in a TSV or other agreed upon usable format if requested by the City or destroy City Data and certify to the City that it has done so, as directed by the City. If Contractor is prevented by law or regulation from returning or destroying Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such Confidential Information. To the extent that Contractor is requested to perform any services beyond the return of the City's Data in connection with termination assistance, the same shall be performed pursuant to a written statement of work under this Agreement and paid for by the City, applying Contractor's then-current rates for daily/hourly work, as the case may be.

9. SERVICE LEVEL AGREEMENTS; INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE. See Exhibit E.

10. COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES.

10.1 Contractor will reasonably comply with all applicable laws in performing the Services under this Agreement. Any Contractor personnel visiting the City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. The City will provide copies of such policies to Contractor prior to any such visit.

10.2   No products or service may be ordered from the Contractor outside of Fleet Management Division (FMD) and Fleet Logistics Operation (FLO).

11. <u>WARRANTIES, REPRESENTATIONS AND COVENANTS</u>. Contractor represents and warrants that:

11.1.   All technology related services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;

11.2.   Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby;

11.3.   There are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any Third-Party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;

11.4.   The Service will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any Third Party;

11.5.   The software and Services will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data. Contractor's obligations for breach of the Services warranty shall be limited to using its best efforts, at its own expense, to correct or replace that portion of the Services which fails to conform to such warranty, and, if Contractor is unable to correct any breach in the Services Warranty by the date which is sixty (60) calendar days after the City provides notice of such breach, the City may, in its sole discretion, either extend the time for Contractor to cure the breach or terminate this Agreement and receive a full refund of all amounts paid to Contractor under this Agreement.

11.6.   Disabling Code Warranty. Contractor represents, warrants and agrees that it has taken reasonable steps to ensure that all software used or produced by it do not contain and the City will not receive from Contractor any virus, worm or other contaminants, including, but not limited to, any codes or instructions that may be used to access, modify, delete or damage the computer programs or data files of any City system or Data (a "Disabling Code"). This warranty shall remain in full force and effect as long as this Agreement remains in effect.

11.7.   is permitted to do so under the terms of the applicable Third Party agreements.

11.8.   Contractor warrants it has reasonably complied and shall reasonably comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Agreement.

12. <u>CONFIDENTIALITY</u>

12.1.   Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all City Data, unless the City Data is publicly available. Contractor shall not, without prior written approval of the City, use, publish, copy, disclose to any third party, or permit the use by any third party of any City Data, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the City. Contractor shall maintain reasonable administrative, physical, and technical safeguards for the protection of the security of all Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines.

12.2.   The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However, (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena) 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. Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to the City are subject to applicable state and federal law, including the Colorado Open Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.

12.3.   The Receiving Party will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement. The Receiving Party shall not disclose City Data or Confidential Information to Subcontractors unless such Subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

13. **COLORADO OPEN RECORDS ACT**. The Parties understand that all the material provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq*., C.R.S. In the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

14. **SOFTWARE AS A SERVICE, SUPPORT AND SERVICES TO BE PERFORMED**

14.1.   Contractor, under the general direction of, and in coordination with, the City's Chief Information Officer or other designated supervisory personnel (the "Manager") agrees to provide the Services listed on Exhibit A and perform the technology related services described on attached Exhibit A (the "Statement of Work" or "SOW"). The Parties acknowledge that Contractor and the City may work to further define the SOW, in which case that work product ("Follow-Up SOW") will become a part of this Agreement by incorporation. If the Follow-Up SOW materially alters the attached SOW the Parties agree to amend this Agreement in writing.

14.2. Contractor shall diligently undertake, perform, and complete all of the technology related services and produce all the deliverables set forth on Exhibit A.

14.3. Contractor is ready, willing, and able to provide the technology related services and the Services required by this Agreement.

14.4. Contractor shall faithfully perform the technology related services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

14.5. User ID Credentials. Provided that the City uses Contractor's SSO and APIs, internal corporate or customer (tenant) user account credentials shall be restricted as follows:

14.6. Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation);

14.7. Account credential lifecycle management from instantiation through revocation;

14.8. Account credential and/or identity store minimization or re-use when feasible;

14.9. Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication)

14.10. Vendor Supported Releases. Contractor shall use commercially reasonable efforts to maintain the currency all third-party software used in the development and execution or use of the Service including, but not limited to: all code libraries, frameworks, components, and other products (e.g., Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source.

14.11. Identity Management. The City's Identity and Access Management (IdM) system is an integrated infrastructure solution that enables many of the City's services and online resources to operate more efficiently, effectively, economically and securely. All new and proposed applications must utilize the authentication and authorization functions and components of the IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions, regardless to where the application is hosted.

15. **<u>GRANT OF LICENSE; RESTRICTIONS</u>**

15.1.   Subject to the terms and conditions specified in this Agreement or an applicable Order Form, Contractor hereby grants to the City a non-sublicensable, non-exclusive, non-transferable right and license to use and access the Samsara Software in accordance with the Documentation, until the license term on an applicable Order Form expires or the earlier termination of this Agreement. The Support Services specified in Exhibit F and the Service Level Agreement in Exhibit E are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware that the City purchases is contingent upon City purchasing and maintaining a valid license to Samsara Software

15.2.   Title to and ownership of the Service will remain with Contractor. The City will not, without Contractor's express prior written consent: (i) resell, white label, reproduce, reverse engineer or reverse compile any part of the Service, 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, Samsara's computer systems, or the technical delivery systems of Samsara's providers, (iii) attempt to probe, scan or test the vulnerability of any Samsara system or network or breach any security or authentication, (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Samsara or any of Samsara's providers or any other third party (including another user) to protect the Samsara Software; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Firmware to any third party; (vi) disassemble, decompile or reverse engineer the Samsara Software, in whole or in part, or permit or authorize a third party to do so; (vii) hack into, disable, disrupt, or access without authorization any part of the Services, or attempt any of the foregoing; (viii) attempt to decipher, decompile, disassemble or reverse engineer any aspect of the Samsara Software; (ix) impersonate or misrepresent an affiliation with any person or entity; (x) use or access the Samsara Software for any competitive purpose; (xi) perform benchmark testing on the Samsara Software; (xii) violate any applicable law or regulation; or (xiii) encourage or enable any other individual to do any of the foregoing. Samsara has the right to investigate violations of these Terms or conduct that affects the Samsara Software. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law. The City will not remove, obscure or deface any

proprietary notice or legend contained in the Service or Documentation without Contractor's prior written consent.

16. **[Reserved.]**

17. **TERM**. The initial term of the Agreement will be set out in the order form attached hereto as Exhibit A. After the initial term, the Agreement shall automatically renew for four additional one (1) year terms for a total aggregate license term of sixty (60) months. At the end of such 60-month license term, the Agreement may be renewed for one 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 60-month license term, the Parties may mutually agree to adjust the pricing based upon the City's actual or anticipated usage.

18. **COMPENSATION AND PAYMENT**

18.1.   Fee: The fee for the Services and technology related services is described in the Order Form attached hereto as Exhibit A (the "Fee"). The Fee shall be paid pursuant to the City's Prompt Payment Ordinance and in accordance with any payment terms set forth in Exhibit A.

18.2.   Reimbursement Expenses: The fees specified above include all expenses, and no other expenses shall be separately reimbursed or incurred hereunder for the provision of the Service(s).

18.3.   Invoicing: Contractor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.

18.4.   Maximum Agreement Liability:

18.4.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **THREE MILLION ONE HUNDRED FIFTY-NINE THOUSAND AND FORTY THREE DOLLARS** ($3,159,043) (the "Maximum Agreement Amount"). 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.

18.4.2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

19. **STATUS OF CONTRACTOR**. Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

20. **TERMINATION**

20.1. The City may terminate the Agreement, or licensed devices purchased under the Agreement, without cause upon thirty (30) days prior written notice to Contractor. In the event that the City terminates this Agreement or any licensed devices for convenience, the City shall not be entitled to the return of any fees previously paid or due to Contractor prior to such termination.

20.2. Either Party may terminate the Agreement with cause 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.

20.3. Notwithstanding the preceding paragraph, the City may terminate the Agreement if Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with this Agreement. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

20.4. Upon termination of the Agreement, with cause, by City, Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement and shall refund to the City any prepaid cost or expenses for the time remaining

in an applicable license term prorated to the period of time between (a) the date of termination and (b) the original license termination date specified in the applicable SOW(s).

21. **EXAMINATION OF RECORDS AND AUDITS**. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to, upon reasonable request in writing, access, and the right to examine, copy and retain copies, in electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

22. **WHEN RIGHTS AND REMEDIES NOT WAIVED**. In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

23. **INSURANCE**

23.1.   General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-" VIII or better. Each policy shall contain a valid provision or

endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Contractor. Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

23.2.   Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit C, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

23.3.   Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and Subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

23.4.   Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

23.5.   Subcontractors and Subconsultants: All Subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Contractor.   Contractor shall include all such Subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such Subcontractors and subconsultants maintain the required coverages.   Contractor agrees to provide proof of insurance for all such Subcontractors and subconsultants upon request by the City.

23.6.   Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.   Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

23.7.   Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.

23.8.   Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of $1,000,000 combined single limit applicable to all hired and non-owned vehicles used in performing services under this Agreement.

23.9.   Technology Errors & Omissions: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of $1,000,000 per occurrence and $1,000,000 policy aggregate.

23.10. Additional Provisions:

23.10.1.   For Commercial General Liability, the policy must provide the following:

23.10.1.1.   That this Agreement is an Insured contract under the policy;

23.10.1.2.   Defense costs are outside the limits of liability;

23.10.1.3.   A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

23.10.1.4.   A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

23.10.2.   For claims-made coverage:

23.10.2.1.   The retroactive date must be on or before the Agreement date or the first date when any goods or services were provided to the City, whichever is earlier.

23.10.2.2.   Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

24. <u>DEFENSE AND INDEMNIFICATION</u>

24.1.   Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

24.2.   Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only

party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

24.3.   Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

24.4.   Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

24.5.   This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

24.6.   Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Service, software, or work product provided by Contractor under this Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

25. **COLORADO GOVERNMENTAL IMMUNITY ACT**. The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S. (2003).

26. **TAXES, CHARGES AND PENALTIES**. The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

27. **ASSIGNMENT; SUBCONTRACTING**. Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations (excluding, for the avoidance of doubt, to Subcontractors), under this Agreement without obtaining the

Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, Subcontractor or assign.

28. **NO THIRD-PARTY BENEFICIARY**. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

29. **NO AUTHORITY TO BIND CITY TO CONTRACTS**. Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

30. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS**. Except for the functional requirements provided in response to a request for proposal and/or any subsequent enhancement of the SOW or other implementation documentation that may be developed after execution of this Agreement, the Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

31. **SEVERABILITY**. Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

32. **CONFLICT OF INTEREST**

32.1. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq*. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

32.2. Contractor shall not engage in any transaction, activity or conduct that would result in a material conflict of interest under the Agreement. Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Contractor by placing Contractor's own interests, or the interests of any party with whom Contractor has a contractual arrangement, in conflict with those of the City. The City may terminate the Agreement in the event it determines a material conflict of interest exists, after it has given Contractor written notice describing the conflict, provided Contractor is given the opportunity to cure such conflict of interest for a period of thirty (30) days if such conflict of interest is capable of being cured, and such conflict of interest remains uncured after thirty (30) days.

33. **NOTICES**. All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written (with a copy of any such notice sent via email to legalnotices@samsara.com), and if to the City at:

> Executive Director of Department of Transportation and Infrastructure
> 201 West Colfax Avenue, Dept.
> Denver, Colorado 80202
>
> With a copy of any such notice to:
>
> Denver City Attorney's Office
> 1437 Bannock St., Room 353
> Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

34. **DISPUTES**. All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.

35. **GOVERNING LAW; VENUE**. The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District. Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

36. **NO DISCRIMINATION IN EMPLOYMENT**. In connection with the performance of work under this contract, Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability.

37. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**. Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

38. **LEGAL AUTHORITY**. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement.

39. **<u>NO CONSTRUCTION AGAINST DRAFTING PARTY</u>**. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

40. **<u>ORDER OF PRECEDENCE</u>**. In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

41. **<u>SURVIVAL OF CERTAIN PROVISIONS.</u>** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement, including but not limited to Appendix A, and Sections 15, 18, and 35, survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

42. **<u>INUREMENT</u>**. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

43. **<u>TIME IS OF THE ESSENCE</u>**. The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

44. **<u>FORCE MAJEURE</u>**. Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

45. **<u>PARAGRAPH HEADINGS</u>**. The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

46. **CITY EXECUTION OF AGREEMENT**. This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

47. **COUNTERPARTS OF THIS AGREEMENT**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

48. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**. Each Party consents to the use of electronic signatures by the the other Party. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City and by Contractor. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

49. **ADVERTISING AND PUBLIC DISCLOSURE**. Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

50. **COMPLIANCE FOR IN-SCOPE SERVICES**. Contractor covenants and agrees to comply with all information security and privacy obligations imposed by any federal, state, or local statute or regulation as applicable based on the classification of the data relevant to Contractor's performance under the Agreement. Such obligations may arise from:

   Payment Card Industry Data Security Standard (PCI-DSS)

   FBI Criminal Justice Information Service Security Addendum

   CMS Minimum Acceptable Risk Standards for Exchanges

and further covenants and agrees to maintain compliance with the same, if applicable, when appropriate for the data and Services provided under the Agreement. Contractor further agrees

to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, Subcontractors and any person or entity that may have access to City Data under this Agreement maintain compliance with and reasonably comply with the terms and conditions set out in this Section. Notwithstanding Force Majeure, the respective processing, handling, and security standards and guidelines referenced by this section may be revised or changed from time to time or City Data may be utilized within the Services that change the compliance requirements. If compliance requirements change, Contractor and the City shall collaborate in good faith and use all reasonable efforts to become or remain compliant as necessary under this section. If compliance with a material obligation is required or statutory and no reasonable efforts to comply with such material obligation are available, the City at its discretion may terminate the agreement for cause pursuant to Section 20 above.

51. **ON-LINE AGREEMENT DISCLAIMER**. Notwithstanding anything to the contrary herein, the City shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

52. **PROHIBITED TERMS**. Any term included in this Agreement that requires the City to indemnify or hold Contractor harmless, except as otherwise authorized by law; requires the City to agree to binding arbitration or any other binding extra judicial dispute resolution process in which the final resolution is not determined by the state; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property caused by the negligence or willful misconduct of Contractor or Contractor's employees or agents; or that conflicts with this provision in any way shall be void ab initio, except this Agreement shall otherwise be enforceable as if it did not contain such term or condition. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109 C.R.S.

53. **ON-CALL SERVICES**. This Agreement or the SOW may contain hourly or daily rates and Contractor and the Manager may enter into work orders for ongoing services. The City may authorize specific assignments for Contractor by placing a written work order signed by the Manager and Contractor (the "Order") describing in sufficient details the services and/or deliverables at the rates provided or as a flat rate. Contractor agrees that during the term of this Agreement it shall use commercially reasonable efforts to coordinate its provision of the

services with any person or firm under contract with the City doing work or providing services which materially affect Contractor's services. Contractor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement. Contractor represents and warrants that all services will be reasonably performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to any software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

ATTACHED EXHIBITS
APPENDIX A
EXHIBIT A – ORDER FORM
EXHIBIT B - STATEMENT OF WORK
EXHIBIT C - CERTIFICATE OF INSURANCE
EXHIBIT E – SERVICE LEVEL AGREEMENT
EXHIBIT F – SAMSARA SUPPORT SERVICES
EXHIBIT G – SAMSARA WARRANTY AND RMA POLICY

Contract Control Number: DOTI-202055321-00
Contractor Name: 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: DOTI-202055321-00
Contractor Name: SAMSARA NETWORKS INC.

By: _Adam Eltoukhy_
       CA0F91C94F054E4...

Name: _Adam Eltoukhy_____
      (please print)

Title: _General Counsel_____
      (please print)

ATTEST: [if required]

By: _____

Name: _____
      (please print)

Title: _____
      (please print)

Appendix A

1.1 Definitions.

1.1.1 **"Account"** means the accounts the City create, via the Hosted Software, to access City Data.

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

1.1.3 "**Authorized User"** means City's employees and/or contractors whom City authorizes to use the Samsara Software strictly on its behalf.

1.1.4 "**Firmware"** means software embedded in or otherwise running on the Hardware.

1.1.5 "**Hosted Software"** means Samsara's web-based software platform, including the interface accessed online at cloud.samsara.com

1.1.6 "**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.

1.1.7 "**Professional Services"** means the training, consulting, or other professional services that are provided by Contractor to the City (i) as purchased separately by the City pursuant to an Order Form, (ii) in Contractor's sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.1.8 **"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.

1.1.9 "**Support Services"** means the customer support services provided pursuant to this Agreement, and Documentation, but excluding any Professional Services.

1.2 <u>**Accounts**</u>. City shall be solely responsible for administering and protecting Accounts. City 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. City 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 City or any Authorized User becomes aware that the security of any Account login information has been compromised, City 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 City and subject to the terms and conditions applicable to City herein. City is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

1.3 <u>**Customer Data.**</u> Samsara may collect and use analytics, statistics or other data related to the City Data and City's use of the Samsara Software (i) in order to provide the Samsara Software to City; (ii) for statistical use or to provide to third party services providing or improving the Samsara Software (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Samsara Software. Such use shall survive

the termination of this Agreement, unless legally prohibited or City requests in writing upon termination that such use be limited to non-personally-identifiable data. City represents and warrant that: (i) City will obtain all rights and provide any disclosures to or obtain any consents from any employee or third party that are necessary for Samsara to collect, use, and share City Data in accordance with this Agreement and (ii) no City Data infringes upon or violates any other party's intellectual property rights, privacy, publicity or other proprietary rights.

1.4 **Product Updates.** 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 City's Samsara 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 City has ordered from Samsara without replacing them with an updated version or newer model, City may request a refund of paid products. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to City. City hereby consents to such automatic updates. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to City. Should City opt to use Pre-Launch Offerings: (i) City agrees to provide all feedback reasonably requested by Samsara regarding such Pre-Launch Offerings and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, "**Feedback**") provided by City to Samsara related to the Pre-Launch Offering. City 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; (ii) City 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 (iii)PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. Except as explicitly set forth otherwise in this Section 1.4, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under these Terms.

1.5 <u>Proprietary Rights</u>

1.5.1   <u>Samsara Software</u>. 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.

1.5.2   <u>Firmware.</u> The Firmware is licensed, not sold. City 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. The Firmware is protected by United States copyright law and international treaties. Samsara reserves all rights in the Firmware

not expressly granted to City in this Agreement. City 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.

1.6 **Warranty Disclaimers.** UNLESS OTHERWISE PROVIDED IN THE AGREEMENT, THE 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 B contains information regarding the Samsara Hardware warranty.

1.7 <u>Wifi Data Usage</u>. Where applicable, any Vehicle Gateway license identified on an Order Form includes up to 500MB per month of WiFi data with the Enterprise License (LIC-VG-ENT) or up to 200MB per month of WiFi data with the Express License (LIC-VG-EXPRESS). 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.

1.8 <u>Links to Third Party Websites or Resources</u>. The Services may contain links to third-party websites or resources. Samsara provides these links only as a convenience and is not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. Customer acknowledges sole responsibility for and assumes all risk arising from its use of any third-party websites or resources.

1.9 <u>Limitation of Liability</u>

1.9.1 <u>No Consequential Damages</u>. NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES 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 THESE TERMS 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.

1.9.2   Cap. EXCEPT AS TO ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THREE TIMES THE ANNUAL AMOUNT PAYABLE BY CUSTOMER TO SAMSARA HEREUNDER, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS ($100).

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

1.10   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.

EXHIBIT A

samsara

Samsara Networks Inc
1990 Alameda Street, 5th Floor
San Francisco, CA 94103
www.samsara.com

Prepared For:
City and County of Denver
201 W Colfax Ave
Denver, Colorado
80202

QUOTE #Q-39524

Issued   05-08-2020

Expires   08-14-2020

Quote Summary   **Subtotal**

Hardware and Accessories	$0.00
Licenses License Term – 16 Months	
Installation Alpha Communications, Inc.	$60,750.00
Installation Alpha Communications, Inc. *Installation subsidy to be paid by Samsara to Alpha Communications, Inc. if Customer executes this Order Form prior to August 14, 2020.*	($60,750.00)

Shipping and Handling	$2,743.00

Total Savings: $943,576.34

Sales Tax Total	$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

Payment Due Upon Shipping	**$213,163.00**
Payment 2: Due January 31, 2021	**$631,260.00**

samsara

Samsara Networks Inc
1990 Alameda Street, 5th Floor
San Francisco, CA 94103
www.samsara.com

SHIP TO William Zollo
5440 Roslyn St. Bldg. C
Fleet Management Division
Denver, Colorado, 80216
United States

Hardware and Accessories	Quantity	List Price	Discount %	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG34 HW-VG34	898	$129.00	100%	$0.00	$0.00
Dual-facing dash-camera, series 3. HW-CM32	898	$399.00	100%	$0.00	$0.00
VG34 OBDII J1962 L-mount cable CBL-VG-BOBDII-Y1	582	$0.00	0%	$0.00	$0.00
Universal BJ1939 CBL-VG-BJ1939-Y0	298	$0.00	0%	$0.00	$0.00
AG24 with Trailer Cable Bundle HW-AG24-A7WY	84	$298.00	100%	$0.00	$0.00
Asset Gateway HW-AG24	52	$249.00	100%	$0.00	$0.00
AG J1939 9pin cable CBL-AG-A9PIN	37	$49.00	100%	$0.00	$0.00
AG24 with Power Cable Bundle HW-AG24-APWR	31	$298.00	100%	$0.00	$0.00
AG24 with 14-pin Caterpillar connector HW-AG24-ACT14	18	$298.00	100%	$0.00	$0.00
AG24 with 9-pin Caterpillar connector HW-AG24-ACT9	17	$298.00	100%	$0.00	$0.00
AG J1939 open wire cable CBL-AG-AOPEN	15	$49.00	100%	$0.00	$0.00
Wireless Environmental Monitor HW-EM21	14	$99.00	100%	$0.00	$0.00
VG34 J1708 Screw-Mount Cable CBL-VG-BJ1708	13	$0.00	0%	$0.00	$0.00
VG34 cable - Volvo/Mack OBDII ACC-BJ1939-VM	5	$0.00	0%	$0.00	$0.00
				Hardware Due	$0.00

Samsara

Samsara Networks Inc
1990 Alameda Street, 5th Floor
San Francisco, CA 94103
www.samsara.com

Licenses	Quantity	List Price	Discount %	Annual Unit Price	Total Annual Price
License for Vehicle Gateways LIC-VG-ENT	898	$400.00	32.5%	$270.00	$242,460.00
License for Dual-Facing Camera LIC-CM2-ENT	898	$600.00	32.5%	$405.00	$363,690.00
License for Asset Gateways LIC-AG2-ENT	150	$180.00	32.5%	$121.50	$18,225.00
License for Asset Gateways LIC-AG2-ENT	52	$180.00	32.5%	$121.50	$6,318.00
License for Environmental Monitors LIC-EM-ENT	14	$60.00	32.5%	$40.50	$567.00
				Annual License Sales Tax	$0.00
				Annual License Due	$631,260.00

Installation	Total Cost
Installation of Samsara Units Alpha Communications, Inc	$60,750.00
	Installation Sales Tax	*Pending*
	Total Installation Due	$60,750.00

samsara

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 fleet tracking solution include cellular gateways, hardware accessories, and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real time location and vehicle telematics

- Cellular data connectivity

- Dashboard access with unlimited administrator accounts

- Driver App for iOS and Android devices with unlimited driver accounts

- WiFi hotspot connectivity (VG34 gateways, 500 MB/mo capacity)

- Over-the-air software feature upgrades

- API access as it relates to safety features for integration with 3rd party systems

- Support and maintenance for Samsara products

samsara

Samsara Networks Inc
1990 Alameda Street, 5th Floor
San Francisco, CA 94103
www.samsara.com

Payment Terms

This Order Form includes a one-time fee of hardware cost to be paid upfront and a Service License cost to be paid annually. Net 30 terms are applied to Year 1 only. 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 a 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

Payment Schedule

The payment schedule agreed upon by Samsara and Customer are as follows. The payment terms are Net 30 for the first payment only.

- Payment 1: Due upon shipping; $213,163.00
- Payment 2: Due January 31, 2021; $631,260.00

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

- Payment 3: Due January 31, 2022; $631,260.00

- Payment 4: Due January 31, 2023; $631,260.00

- Payment 5: Due January 31, 2024; $631,260.00

- Payment 6: Due January 31, 2025; $420,840.00

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

License Term

The license term begins on the day your Samsara hardware ships. If you wish to continue using the service when your license term ends, you may renew your license. Samsara hardware requires a valid license to function.

Support and Warranty

Samsara stands behind its Products. The following Hardware come with a five (5) year warranty: VG-series gateways, GW22 gateways, IG-series gateways, CM-series cameras, and HM-series monitors. All other Hardware products 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. Additional support information can be found at www.samsara.com/support.

Terms

Your use and access of the Hardware, Products, Services specified herein are governed by the Master Services Agreement to which this Order Form is attached to as Exhibit A. You agree to be bound by the Master Services Agreement unless otherwise agreed to herein or in another agreement. Any terms used but not defined herein, shall have the meanings defined in the Master Services Agreement or as otherwise agreed in another agreement.

samsara.com

samsara

This Order Form is a legally binding agreement between Customer and Samsara Networks Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

☐   Customer confirms that it does not require a separate purchase order (Purchase Order) for the purchase made under this Order Form.

If the above is not checked, Customer represents and warrants that it will ensure the Purchase Order corresponding to this Order Form matches the items, pricing, and other terms and conditions of this Order Form.

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.

Signature: _____

Print Name: _____

Date: _____

Title: _____

Implementation Success Plan
The City & County of Denver

Table of Contents

Introduction

Project and Scope Statement Overview

The City & County of Denver has purchased hardware and software from Samsara for the purpose of providing a comprehensive vehicle tracking solution. The Samsara purchase will consist of licensed SaaS cloud software for VG34s, AG24s and AG45s. The purchase also comes with free over-the-air software updates for life, 24/7 customer support, and a dedicated Senior Implementation Consultant (SIC) for project management and training.

The Success Plan serves to clarify and formalize objectives and deliverables of the Samsara Implementation. Additionally, the Success Plan will serve as an agreement between the Project Sponsor, Project Manager, Project Team, and other personnel associated with and/or affected by the project.

Project Objectives

The following represent the primary objectives of this implementation project, as gathered from the Implementation Workshop:

- ❏ Successfully leverage the Samsara platform for Vehicle and Asset tracking
- ❏ Integrate AssetWorks with Samsara in Phased Approach
  - ❏ Phase 1: Vehicle Information, Meter Information, Fault Information, Trip Information
  - ❏ Phase 2: DVIR
    - ❏ Note - Discovery work for phase 2 is needed from Samsara engineering and AssetWorks teams. Timing is TBD.
- ❏ Gain key business insight into Fuel Idle times and speeding data for driver exoneration
- ❏ Provide EV information from vehicle/charging stations. Unit number, length it was charged, when completed, kW used, completed charge notifications, Cost savings analysis
- ❏ Ability to clear defects from DVIR inspections when technician or supervisor closes repair on work order.

Product Deliverables in Scope

These product deliverables are considered "in scope" for this project to meet the City & County of Denver's identified business needs.

Hardware

- ❏ VG34s ˜ 898
- ❏ AG24s ˜ 202
- ❏ CM32s ˜ 898
- ❏ Installation of the hardware will be done by Alpha Communications, who will work with and train City and County of Denver Fleet Technicians to professionally and successfully install Samsara's System.
- ❏ The absolute latest date for Go-Live is 10/31/2020, so we will be aiming for 10/15/2020 to give a 2-week cushion.

Dashboard Configuration

Alerts

- ❏ Alerts will be configured to notify specific contacts (via email or text) when certain alert criteria have been activated.
- ❏ The SIC will train the project team on alert functionality and configuration.
- ❏ It is the City & County of Denver's responsibility to decide which staff will have access to edit alerts post-training and post-implementation.
- ❏ It is the City & County of Denver's responsibility to create the required alerts in the dashboard and appoint alert contacts for each alert setting.
- ❏ Alert Contacts may also be uploaded using a .csv file upload. If the City & County of Denver chooses to use the file upload functionality, the City & County of Denver is responsible for creating and compiling the spreadsheet. The SIC will guide the City & County of Denver through the first upload process. (This file will also double for configuration of daily and weekly report contacts.)

Addresses, Geofences

- ❏ Addresses and geofences will be configured for City & County of Denver stores and distribution centers, in addition to other locations, as needed.

❏ The SIC will introduce address and geofence functionality and configuration to the project team, as well as how to upload addresses using a .csv file. If the City & County of Denver chooses to use the file upload functionality, the City & County of Denver is responsible for creating and compiling the spreadsheet.

❏ It is the City & County of Denver's responsibility to decide which staff will have access to edit geofences, and to appoint staff to configure geofences for each location.

Drivers and Driver Assignment

❏ Drivers will be assigned to vehicles automatically via Driver ID with the CM32

Tag Hierarchy

❏ Tags will be configured for all the City & County of Denver stores, distribution centers, divisions, regions, and vehicles in addition to other tags, as needed.

❏ The SIC will train the project team on tag hierarchy functionality and configuration.

❏ Basic tag functionality will be decided on by the City & County of Denver and created in the dashboard prior to admin training. If additional tags are desired, more may be added in the future.

Scheduled Report Contacts (please see Alerts)

❏ It is the City & County of Denver's responsibility to create the required scheduled reports in the dashboard and appoint one or more report contacts for each desired report.

Reporting

Samsara offers several "stock" (pre-formatted) reports available in the dashboard for administrators to access. Reports can also be configured to be emailed to users (and anyone without a user account) on a daily or weekly basis. Stock reports can be run for any specified date range and can be configured to include information relevant to that user through the use of tag assignments. Reports fall into one of the following categories:

❏ **General Reports**- support day-to-day operations by providing information on the Fleet Summary and other reports included in the license agreement.

❏ **Asset Reports** - provides usage data on assets (vehicles and trailers) with the Inventory, Dormancy, Utilization, and Schedule Reports.

❏ **Safety & Cameras Reports** - supports your safety program by providing information on harsh events and coaching with the Safety Inbox, Safety Report, Coaching Report, Dash Cam Report, Video Retrieval Report, and Driver Assignment Report.

❏ **Compliance Reports** - provides information to keep up-to-date on compliances task with the IFTA Mileage Report, Driver HOS report, HOS Violations Report, Unassigned HOS, Driver HOS Audit Report, and Duty Status Summary Report.

❏ **Driver Reports** - Provides information bucketed by driver, instead of by vehicle, across various reports in the system. This will be fully automated for the City & County of Denver as they will be utilizing Samsara's automatic Driver ID functionality through the CM32 dual facing dash camera.

❏ Training will be provided on how to configure emailing reports to certain users on a regular basis. Where specific reporting needs are identified, your SIC will provide guidance on which reports will best fit the identified need.

Integrations

❏ Samsara offers an open API for third party integrations at no additional cost.

❏ The City & County of Denver may leverage the Samsara API to access any Samsara data, for any reason.

❏ Samsara offers API support resources via a Samsara Technical Solutions Engineer as needed and outlined by the City & County of Denver.

❏ It is the responsibility of the customer to build and maintain the integration throughout the length of the contract.

Integration Scope

❏ Samsara to Assetworks in Phased Approach - Integration Data Points

   ❏ Phase 1: Vehicle Information (Engine Hours, Vehicle Name, YMM), Meter Information (Odometer), Fault Information (Fault Codes from Vehicle), Trip Information (Start and End Timestamps, GPS points captured between start and end date)

   ❏ Phase 2: DVIR

      ❏ The City & County of Denver currently leverages Zonar for DVIRs. Phase 2 explores the possibility of integrating Samsara DVIRs with Assetsworks.

❏ Note - Discovery work for Phase 2 is required from Samsara engineering and Assetworks teams as this integration is not operational at the time of writing. Timing on the start of development and completion of this potential integration is expected to be within the first year of Denver's contract with Samsara.

User Role Provisioning and Authentication

❏ Samsara Dashboard Admin user roles for use with the Samsara Dashboard will be created manually (or uploaded via a .csv file) and configured with permissions that will offer the necessary processes for each user's intended use of the dashboard:

- ❖ Full Admin
- ❖ Read-Only Admin
- ❖ Maintenance
- ❖ etc.

❏ If the above out-of-the-box roles do not meet the needs for admin access, the City & County of Denver may create custom roles in the dashboard for specific users. This will be part of the dashboard configuration training.

❏ The City & County of Denver might create the following custom roles:

(Example)

- ❖ *Division Manager*
- ❖ *Installer*
- ❖ *Executive Level*
- ❖ *Division Level*
- ❖ *Regional Level*
- ❖ *Area level*
- ❖ *Location Level*
- ❖ *Business Unit level (ie. Merchant Gasses)*
- ❖ *Other roles as needed (no limit)*

Training

❏ **Administrator and Project Team Training** - The Samsara SIC will provide training via remote sessions over the course of the implementation for the product tools

and features noted in the previous scope sections. Samsara uses a train-the-trainer approach for admin training. The SIC will lead all initial sessions with the project team. All the City & County of Denver internal decision-making discussions on the subject matter need to be completed outside of the dedicated training time.

❏ The City & County of Denver will be expected to work with your Samsara SIC to help identify the individuals for the Project Team and the Administrators. The audience for Project Team training is intended to be those with business process decision-making capabilities relating to Samsara workflows. Administrators will be primarily responsible for Samsara operations. Project Team Training will result in established workflows that will be documented for the purpose of testing and ongoing continuity of operations.

❏ **Admin Training Delivery** - The Project Team will work collaboratively with the Samsara SIC to design and develop training agendas, content details, and supporting documentation for the admins and for driver education as needed.

❏ The City & County of Denver can leverage an internal learning management system to hold created training recordings and materials for future user onboardings.

Testing and Launching

❏ Samsara is a cloud-based software, and all testing will occur within the production environments.

❏ User Testing will not be formalized with a dedicated team and signoff criteria, however, User Testing be performed ad hoc by the Project team.

❏ Results will be analyzed and configuration modified with the assistance of the SIC in the allotted timeline for testing and evaluation.

❏ During the course of acceptance testing (if applicable), users will follow agreed-upon testing scenarios provided by Samsara and the City & County of Denver to cover main the City & County of Denver workflows.

Courtesy Hardware

❏ Customer is being provided the following spare Hardware units as a courtesy: five (5) Vehicle IoT Gateway, model VG34 Hardware units (HW-VG34), five (5) Dual-facing dash camera Hardware units (HW-CM32), three (3) Asset Gateway Hardware units (HW-AG24) and two (2) Wireless Environmental Monitor Hardware units (HW-EM21).

Items Not In Scope

The following product or project objectives are <u>not included</u> within this project implementation because of one or more of the following constraints: product purchase, product design, project budget, project timeline, project resources, technical limitations, or lack of customer desire to implement.

❏ Compliance-related functionality, consisting of IFTA, ELDs, will not be part of this project phase.

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)	• 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	• 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 Senior Implementation Consultant (SIC), 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/ Donnie Cruz
Customer Hardware Installation Lead	• 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/ Donnie Cruz

Customer Training Lead	• Tasked, in partnership with the Samsara SIC, with the development and execution of company-wide training on Samsara products. • Responsible for helping the SIC 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/ Tom Phillips
Communications Lead	• Responsible for developing communication plan to end users and company overall • Responsible for executing communication plan	Bill Zollo/ Denise Pitts
Technical Lead (Integrations)	• 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/ Donnie Cruz
Asset / Maintenance Lead	• Owner 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	• Owner of all EV related requirements • In-house EV vehicle expert	Bill Zollo/ Donnie Cruz

Project Timeline

TBD

PROJECT MANAGEMENT

Internal Communications Plan

Disseminating knowledge about the project is essential to the project's success. This plan provides a framework for informing, involving, and obtaining buy-in from all participants throughout the duration of the project.

Project Team Meetings

A project update meeting will be held approximately every week, dependent upon participant availability. Every member of the City & County of Denver Project Team will be invited and expected to attend and participate in the meeting.

File Sharing

It is recommended that the City & County of Denver project team establish and communicate a file-sharing site for the purpose of storing product guides, training materials, and ongoing project documentation, as well as status reports and issue logs. The Project Manager will be responsible for disseminating information to applicable team members, including the Samsara SIC.

It has been confirmed that Google Drive is not support by the City & County of Denver per corporate policy.

Engaging Your Samsara Senior Implementation Consultant

Your Samsara SIC is your main point of contact for all project matters and is available as a scheduled resource for product knowledge and project execution. Our Customer Success team hours are 8AM to 5PM Monday through Friday in their respective time zones. To ensure the best customer experience, we have all Senior Implementation Consultants sit in our offices. Please note that each Senior Implementation Consultant supports multiple

accounts; as a result, they are often not available on short notice, and any additional scheduling may need to be scheduled with advance notice.

Engaging Samsara Customer Support

For troubleshooting hardware and software issues during implementation and post go-live, the City & County of Denver should contact Samsara Customer Support. Customer Support can be contacted directly via phone (415) 329-6900, email (support@samsara.com), or chat through the Samsara Knowledge Base: https://kb.samsara.com/hc/en-us. With offices located in San Francisco, Atlanta, and London, Samsara Support is available 24 hours, 7 days a week. We recommend the City & County of Denver start with Samsara's Knowledge Base as a first step, then engage Customer Support for the fastest response time. During implementation, the dedicated SIC on the project will be notified that the support ticket was created and copied on all correspondence.

Samsara Customer Support Escalation

Elite Service includes being routed to our Senior Enterprise Customer Support Representatives and Engineers. This includes our fastest response and resolution times. In the event an issue becomes more complicated, they work with our Product Managers to get issues resolved.

Samsara Customer Support (Spanish)

Spanish Support is currently available Monday-Friday 12am-5pm PST with the plan to expand in 2020. English support is still available 24/7.

PROJECT ASSUMPTIONS AND CONSTRAINTS

Assumptions

The following assumptions are being made in preparing the Success Plan:

❏ The City & County of Denver will identify staff that will be active participants and decision makers for the project team; the Samsara Administrator role within each stakeholder area, with knowledgeable backup staff as necessary. These administrators will take the primary role in the implementation project.

❏ The City & County of Denver Management will ensure that project team members are available as needed to complete project tasks and attend meetings and training sessions as needed.

❏ The Success Plan may change as new information is revealed. Failure to identify changes to project scope or availability of resources will result in project delays.

Constraints

The following represent known project constraints:

❏ Training engagements will need to be planned in advance (especially for any onsites) in order to ensure both the City & County of Denver and Samsara have the resources available to attend.

EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY)
07/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Willis Towers Watson Certificate Center		
Willis Towers Watson Insurance Services West, Inc.	PHONE (A/C, No, Ext): 1-877-945-7378		FAX (A/C, No): 1-888-467-2378
c/o 26 Century Blvd	E-MAIL ADDRESS: certificates@willis.com		
P.O. Box 305191			
Nashville, TN 372305191 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Federal Insurance Company		20281
INSURED	INSURER B : Beazley Insurance Company Inc		37540
Samsara Networks Inc.	INSURER C :		
1990 Alameda Street, 5th Floor	INSURER D :		
San Francisco, CA 94103	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: W17355666 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	3605-1833	05/01/2019	08/29/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	(19) 7360-24-73	05/01/2019	08/29/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			7818-67-59	05/01/2019	08/29/2020	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [No] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	(20) 7177-14-45	05/01/2019	08/29/2020	☒ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Cyber Liability Errors & Omissions			W287A1190101	08/28/2019	08/28/2020	Limit Limit	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Master Services Agreement

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insureds as respects to General Liability and Auto Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City and County of Denver Department of Public Works 201 West Colfax Avenue, Dept 508 Denver, CO 80202	AUTHORIZED REPRESENTATIVE *[signature]*

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

SR ID: 19910006   BATCH: 1760611

ACORD®

ADDITIONAL REMARKS SCHEDULE

Page __2__ of __2__

AGENCY Willis Towers Watson Insurance Services West, Inc.	**NAMED INSURED** Samsara Networks Inc. 1990 Alameda Street, 5th Floor San Francisco, CA 94103

POLICY NUMBER
See Page 1

CARRIER See Page 1	**NAIC CODE** See Page 1	**EFFECTIVE DATE:** See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ___25___ FORM TITLE: Certificate of Liability Insurance

purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and Workers Compensation as permitted by law.

Umbrella/Excess Liability follows form.

ACORD 101 (2008/01)

SR ID: 19910006   BATCH: 1760611   CERT: W17355666

Exhibit E

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 Hosted Software is unavailable to Customer 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 Services that Samsara will add to the end of the Customer paid license term, at no charge to Customer.

2. Service Level Warranty. During the term of the Agreement, 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's equipment or third party equipment, or both (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 Terms of Service; 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.

Exhibit F

SAMSARA SUPPORT SERVICES

1. SUPPORT SERVICES. Customer shall receive Samsara's Premier Support Services via phone, chat, and email for the duration of the term of the Agreement. Such Premier Support Services will be made available 24 x 7 x 365 a year by the Samsara Support Team. As a Premier customer, Customer may contact the Samsara Support Team using the below methods:

- Submitting a ticket on the Samsara Hosted Software;
- Initiating a Samsara Support chat communication on the Samsara Hosted Software (chat functionality available 8 AM - 6 PM Pacific Time);
- Contacting the Samsara Support Team Premier Support phone number at (415) 329-6879 or the general support phone number at (415) 329-6900 for the United States or +44 (0) 20 3965 2700 for the European Union; or
- Submitting a support ticket via email at support@samsara.com.

Premier Support Services cover (a) Error Correction concerning the installation and use of the then-current release of the applicable Products and (b) Product Major Releases that Samsara in its discretion makes generally available to customers without additional charge to a Customer that is up-to-date on all fees due under the Agreement (any such update will constitute an applicable Product subject to the Agreement).

2. ERROR PRIORITY LEVELS. Samsara shall exercise commercially reasonable efforts to correct any Error reported by Customer in the current unmodified release of Product in accordance with the priority level reasonably assigned to such Error by Samsara.

- P0 Errors - Samsara shall promptly commence the following procedures: (i) assigning Samsara Support team members or personnel to correct the Error(s); (ii) notifying Samsara management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; and (iv) initiating work to provide Customer with a Hotfix.
- P1 Errors - Samsara shall promptly commence the following procedures: (i) assigning Samsara Support team members or personnel to correct the Error; (ii) providing Customer with periodic reports on the status of the corrections; and (iii) initiating work to provide Customer with a Hotfix.
- P2 Errors - Samsara may include the Fix for the Error in the next Major Release.

3. RESPONSE TIMES. Samsara will use diligent efforts to meet the following response times:

Severity	Response Time
P0	4 clock hours

P1	**12 clock hours**
P2	**16 clock hours**

4. EXCLUSIONS. Samsara shall have no obligation to support: (i) Products or any portion thereof that have been modified or damaged by any non-Samsara individual or entity; (ii) Products or any portion thereof that have been combined or incorporated with or into software, products, or services not provided by Samsara; (iii) Products that are not the then-current Product release or immediately Previous Sequential Release; (iv) Product issues caused by Customer's negligence, abuse or misapplication of Product, use of Product in breach of the Agreement or other than as specified in Samsara's user manual or technical documentation, or other causes beyond the direct control of Samsara; (v) any Product for which Samsara has released a Hotfix or Major Release that has not been implemented by Customer within six (6) months after the date first made available by Samsara; or (vi) any Fix that requires data integration services or custom API work.

5. CUSTOMER RESPONSIBILITIES. As a prerequisite to Samsara's obligations hereunder, Customer agrees to the following obligations: (i) ensuring all stakeholders are present during any scheduled trainings; (ii) appropriate engagement from technical subject matter experts when the Samsara Support Team is contacted to resolve an Error; and (iii) working with Samsara to create a realistic installation and deployment timeline for the Hardware.

6. DEFINITIONS.

- "Error" means an error in a Product that is reproduced by Samsara and which significantly degrades the performance of such Product as compared to Samsara's published performance specifications.
- "Error Correction" means the use of reasonable commercial efforts to correct Errors.
- "Fix" means the repair or replacement of object or executable code versions of a Product to remedy an Error.
- "Hotfix" means a single, cumulative package that includes one or more Fixes or Workarounds that are used to address P0 or P1 Errors. "Hotfixes" address a specific customer situation and may not be distributed outside the customer organization.
- "Major Release" means a Product update that represents incremental improved features, functionality, and usability and is released during the normal course of development. An update is indicated as an increment to the major version number in the software (version 1.2 can be updated to version 1.3).
- "Previous Sequential Release" means the Major Release that immediately preceded and was replaced by the current Product Major Release. Notwithstanding anything to the contrary, a Previous Sequential Release will be supported by Samsara only for a period of six (6) months after release of the current Product Major Release.
- "P0 Error" means an Error which renders a Product inoperative or causes such Product to fail catastrophically.
- "P1 Error" means an Error which substantially degrades the performance of a Product or materially restricts Customer's use of such Product.
- "P2 Error" means an Error which causes only a minor impact on the Customer's use of Product functionality.

- "Workaround" means a change in the procedures followed or data supplied by Customer or temporary fix to avoid an Error without substantially impairing Customer's use of a Product.

THESE SUPPORT SERVICES TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. ALL PRODUCTS ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

Exhibit G

SAMSARA WARRANTY AND RMA POLICY

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 products. VG and GW series gateways, and CM series Camera Modules, come with a five-year warranty. Other hardware products 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.

To request a return materials authorization (RMA), please contact Samsara support. If Customer RMA request is approved, Samsara will email Customer an RMA number and a return shipping label free of charge. Samsara will ship replacement units within five business days of receiving defective units. If no trouble is found, Samsara will contact Customer before taking further action.

Product Trial Returns

If Customer would like to return units from a product trial, please contact a Samsara sales representative to request an RMA number. If Customer trial hardware was shipped to the US or Canada, Customer will also be able to print out a return shipping label and ship the product back to Samsara at no charge to Customer.

Refund Requests

If Customer is dissatisfied with its Samsara purchase for any reason, Customer may return an order for a full refund. All returns must meet the following criteria:

1. Customer purchased the product through an authorized Samsara reseller or directly from Samsara

2. Customer is the original purchaser of the product

3. Customer submits its refund request within 30 days of installation of the product

4. The product is in new condition

To request a refund, please contact support to request an RMA number. If Customer refund request is approved, Samsara will email Customer an RMA number. In order for the refund to be accepted and processed, Samsara must receive the hardware Customer is returning no later than 30 days following the date the RMA number is issued. Once Samsara has received and inspected the units, Samsara will process the return. If Customer purchased through a Samsara reseller, Customer refund will be issued by that reseller. If Customer purchased directly from Samsara, Samsara will issue a refund, typically within 15 days of receiving the return. (If Customer paid by credit card Samsara will credit the original credit card. If Customer paid by any other method, Samsara will send Customer a check.) From time to time Samsara 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 returns, including product purchased through distributors or resellers.

Cable Exchange Policy

Customers may exchange Hardware cables ordered under an Order Form at no cost subject to the following conditions:

- Customer submits its 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 cables to be exchanged within twenty-one (21) days of Customer's submission of its exchange request
- Customer must return the 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.