

AMENDATORY AGREEMENT

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

RECITALS:

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

B. The Parties wish to amend the Agreement to modify the scope of work, amend the term, increase the maximum contract amount, and update the Insurance section.

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

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

2. Section 17 of the Agreement entitled **TERM** is amended to read as follows:

“**17. TERM:** The initial term of the Agreement is from September 1, 2020 through August 31, 2025. 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.”

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

“**18.4. Maximum Agreement Liability:**

18.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FOUR MILLION SIX HUNDRED SEVENTY-TWO THOUSAND THREE HUNDRED THIRTY DOLLARS AND EIGHTY-NINE CENTS (\$4,672,330.89)**. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor’s risk and without authorization under the Agreement.”

4. Section 23 of the Agreement entitled **INSURANCE** is hereby deleted in its entirety and replaced with:

“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. 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 require notification to the City in the event any of the required policies be 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. 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 the Contractor. The 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 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 the 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 and 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.

23.7. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

23.8. Automobile Liability: Contractor shall maintain Automobile Liability with minimum 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."

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

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

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Contract Control Number: DOTI-202158655-01[202055321-01]
Contractor Name: Samsara Inc.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

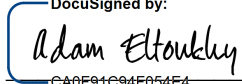
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202158655-01[202055321-01]
Samsara Inc.

By:  DocuSigned by:
Adam Eltoukhy
CA0F91C94F054E4...

Name: Adam Eltoukhy
(please print)

Title: General Counsel
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1

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

QUOTE #Q-81968

Issued **03-03-2021**

Expires **06-30-2021**

Prepared For:

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

Quote Summary**Subtotal**

Hardware and Accessories

\$0.00

Licenses

License Term – 18
Months

Installation \$17,115.00

Alpha Communications, Inc

Installation (\$17,115.00)

Installation subsidy to be paid by Samsara to Alpha Communications, Inc. if Customer executes the Order Form prior to June 30, 2021.

Shipping and Handling \$1,397.00

Upfront Hardware Sales Tax \$0.00

Annual License Sales Tax \$0.00

First Year Payment \$182,823.91

Payments Beginning Year Two \$362,853.81

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change



Samsara 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	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG34 HW-VG34	510	\$0.00	\$0.00
Dual-facing dash-camera, series 3. HW-CM32	510	\$0.00	\$0.00
VG34 OBDII J1962 L-mount cable CBL-VG-BOBDII-Y1	417	\$0.00	\$0.00
AG26 HW-AG26	103	\$0.00	\$0.00
AG46 Unpowered Asset Tracker HW-AG46	92	\$0.00	\$0.00
Universal BJ1939 CBL-VG-BJ1939-Y0	69	\$0.00	\$0.00
AG J1939 9pin cable CBL-AG-A9PIN	48	\$0.00	\$0.00
AG Non-Trailer Power Cable Harness CBL-AG-APWR	22	\$0.00	\$0.00
AG J1939 open wire cable CBL-AG-AOPEN	18	\$0.00	\$0.00
VG34 RP1226 Cable CBL-VG-B1226	12	\$0.00	\$0.00
VG34 J1708 Screw-Mount Cable CBL-VG-BJ1708	10	\$0.00	\$0.00
AG 7-way Trailer Cable Harness CBL-AG-A7WY	8	\$0.00	\$0.00
14-pin Caterpillar cable CBL-AG-ACT14	4	\$0.00	\$0.00
Wireless Environmental Monitor HW-EM21	3	\$0.00	\$0.00
VG34 J1708 (9-pin) screw mount cable CBL-VG-BJ1708-9P	2	\$0.00	\$0.00
9-pin Caterpillar cable CBL-AG-ACT9	2	\$0.00	\$0.00
Hardware Due			\$0.00



Samsara Inc.
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San Francisco, CA 94103
www.samsara.com

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways LIC-VG-ENT	510	\$270.00	\$137,700.00
License for Dual-Facing Camera LIC-CM2-ENT	510	\$405.00	\$206,550.00
License for Asset Gateways LIC-AG2-ENT	103	\$121.56	\$12,520.68
License for Unpowered Asset Trackers LIC-AG4-ENT	92	\$64.80	\$5,961.60
License for Environmental Monitors LIC-EM-ENT	3	\$40.51	\$121.53
		Annual License Due	\$362,853.81

Installation	Quantity	Unit Price	Total Price
Installation Cost for VG34/CM32	490	\$55.00	\$26,950.00
Credit for Outstanding Installation Costs from Phase One			(\$9,835.00)
Installation Due			\$17,115.00
Installation			(\$17,115.00)
Installation subsidy to be paid by Samsara to Alpha Communications, Inc. if Customer executes the Order Form prior to June 30, 2021.			



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

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 for integration with 3rd party systems
- Support and maintenance for Samsara products

Wifi Data Usage

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



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San Francisco, CA 94103
www.samsara.com

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid monthly and, if applicable, a one-time Hardware cost to be paid upfront. 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. 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; \$182,823.91
- Payment 2: Due January 31, 2022; \$362,853.81

After the initial license term set forth in this Order Form, Customer's license shall automatically renew at the same annual unit pricing for three (3) successive one-year periods (with the third period prorated accordingly) for a total aggregate license term of fifty (50) months, and Customer's payment schedule for such renewal periods shall be as follows:

- Payment 3: Due January 31, 2023; \$362,853.81
- Payment 4: Due January 31, 2024; \$362,853.81
- Payment 5: Due January 31, 2025; \$241,902.55

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

Terms

Your use and access of the Hardware, Products, Services specified herein are governed by Samsara's terms of service found at <https://www.samsara.com/terms-of-service>. You agree to be bound by those terms of service unless otherwise agreed to herein or in another agreement. Any terms used but not defined herein, shall have the meanings defined Samsara's terms of service or as otherwise agreed in another agreement.

The continuation of this Agreement on an annual basis after the Effective Date is contingent upon the appropriation of sufficient funds. If sufficient funds fail to be appropriated to provide for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the subsequent fiscal year for which funds have not been appropriated. Samsara shall be entitled to payment for deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Agreement close-out costs.



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San Francisco, CA 94103
www.samsara.com

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:
