



This Master License and Services Agreement is entered into as of November 14, 2024 (“**Effective Date**”), by and between Samsara Inc., a Delaware corporation, with its principal place of business located at 1 De Haro Street, San Francisco, CA 94107 (“**Samsara**”) and Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the “**County**”), and its Affiliates who enter into Order Forms (for each such Affiliate, solely with respect to Order Forms entered into it by it and for so long as it remains a Customer Affiliate), with its principal place of business located at 3000 Rockefeller Ave, Everett WA, 98201 (“**Customer**” and, collectively with Samsara, the “**Parties**”). This Master License and Services Agreement, including the Licenses and Services Terms and any Exhibits attached hereto or subsequently entered into by and between the Parties (collectively this “**Agreement**”), sets forth the terms and conditions pursuant to which Customer will access certain Samsara solutions and contract for certain services from Samsara.

## SAMSARA LICENSE AND SERVICES TERMS

1. **Certain Definitions.** The following capitalized terms will have the meanings indicated below unless otherwise specifically defined in any Exhibits hereto.

1.1 “**Account**” means the accounts Customer create, via the Hosted Software, to access Customer Data.

1.2 “**Affiliates**” means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.

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

1.4 “**Authorized User**” means Customer’s employees and/or contractors whom Customer authorizes to use the licensed Samsara Software strictly on its behalf.

1.5 “**Customer Data**” means Customer-specific data captured by any installed Hardware, data submitted by Customer or by a third party (including from or through Non-Samsara Products) on Customer’s behalf into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.

1.6 “**Documentation**” means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.

1.7 “**Equipment**” means the vehicle, equipment, asset, building, structure, or item into which Hardware is installed.

1.8 “**Firmware**” means software embedded in or otherwise running on the Samsara Hardware.

1.9 “**Hardware**” means the hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, and any improvements, developments,

modifications, patches, updates, and upgrades thereto that Samsara develops or provides,.

1.10 “**Hardware Warranty and RMA Policy**” means the Hardware Warranty and RMA Policy set forth at <https://www.samsara.com/support/hardware-warranty>.

1.11 “**Hosted Software**” means Samsara’s cloud-hosted software platform, including the interface accessed online.

1.12 “**Hosted Software SLA**” means the Hosted Software Service Level Agreement set forth at <https://www.samsara.com/legal/hosted-software-sla>.

1.13 “**License Expiration Date**” means (a) the later of (i) the original license termination date set forth in the applicable Order Form Customer entered into for the original purchase of the Products or under which Products were originally made available to Customer (“**Initial Term**”), and (ii) the end of the then-active Renewal Term; or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, three (3) years from the License Start Date.

1.14 “**License Start Date**” means (i) the day Samsara activates the applicable Samsara Software license by providing Customer a claim number and access to the Hosted Software (for clarity, if Hardware associated with a then-unactivated Samsara Software license is shipped to Customer under the applicable Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships); or (ii) notwithstanding the foregoing, if Customer is renewing the license term for a previously-activated Samsara Software license, the day that Samsara extends Customer’s access to the Hosted Software for the renewal license term. For Purchase Orders issued by a Samsara reseller, the definition of License Start Date in this Section supersedes anything to the contrary in

the reseller agreement between such reseller and Samsara and the applicable Purchase Order.

1.15 “**Malicious Code**” means code, files, scripts, agents, software or programs intended to do harm or allow for unauthorized access, including, for example, viruses, worms, time bombs, and Trojan horses.

1.16 “**Non-Samsara Products**” means any web-based, offline, or mobile applications, or other resources, users, data, systems, networks, products, services, vehicles, equipments, hardwares, or software functionality that is provided by Customer or a third party and that interoperates, integrates, and/or exchanges data with the Products.

1.17 “**Order Form**” means the applicable Quote or Purchase Order. By entering into an Order Form hereunder, a Customer Affiliate agrees to be bound by the terms of this Agreement as if it were Customer, and Customer and the applicable Customer Affiliate are jointly and severally liable under such Order Form.

1.18 “**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 alpha, beta, experimental, research, in development, prototyping, and/or testing phase.

1.19 “**Products**” means the Hardware and Services. For the avoidance of doubt, Products does not include any Non-Samsara Products.

1.20 “**Professional Services**” means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara’s sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.21 “**Purchase Order**” means a purchase order or similar ordering document issued by Customer to Samsara and accepted by Samsara setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.22 “**Quote**” means a quote issued by Samsara and executed by the Customer setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.23 “**Refund**” means an amount refunded to the Customer (or in Samsara’s sole discretion to any third party who paid Samsara for Customer’s procurement of Products under the applicable Order Form, including a reseller, Lender, or other third party) pursuant to the terms of this Agreement equal to (i) fees pre-paid to Samsara for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) fees paid to Samsara for the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.24 “**Renewal Term**” means any renewal license term of the applicable Products after the Initial Term. If Customer’s

license term is renewed after termination of the immediately preceding license term and Samsara in its sole discretion allows Customer to continue using the applicable Products during such interim period, this Agreement shall apply to such use.

1.25 “**Samsara Software**” means the Apps, Firmware, and Hosted Software, and any improvements, developments, modifications, patches, updates, and upgrades thereto that Samsara develops or provides, and Support Services.

1.26 “**Samsara Software Systems**” means the Samsara Software and any networks, systems, products, hardware, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.

1.27 “**Services**” means the Samsara Software, Service Usage Data, and Professional Services.

1.28 “**Service Usage Data**” means any data that is derived from the use of the Products except that to the extent such data could directly or indirectly identify a natural person it shall be anonymized, de-identified, and/or aggregated such that it could no longer directly or indirectly identify such natural person.

1.29 “**Support Services**” means the customer support services described at <https://www.samsara.com/support> and Documentation, but excluding any Professional Services.

2. Agreement to Terms. By signing this Agreement, or by executing an Order Form that references this Agreement, Customer agrees to be bound by the terms of this Agreement. Customer represents and warrants that it has the authority to sign this Agreement and that it otherwise has no other obligations that conflict with the terms contained herein. If Customer does not agree to the terms of this Agreement, Customer should not use the Products. Customer may not use the Products if Customer is Samsara’s direct competitor, as determined in Samsara’s sole discretion, except with prior written consent.

3. Changes to Terms. Neither Party may modify the terms of this Agreement unless signed by both Parties in writing, subject to the same formalities as are required for the execution of this Agreement.

4. License. Subject to the terms and conditions specified in this Agreement or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software (i) in accordance with the Documentation, (ii) for the number and type of Samsara Software licenses specified in the applicable Order Form and solely the functionality included therein, and (iii) starting from the applicable License Start Date until the License Expiration Date set forth in such Order Form or the earlier termination of such Order Form or this Agreement. The Support Services and the Hosted Software SLA are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the applicable Samsara Software. For clarity, the license for Samsara Software that is provided in conjunction with a Hardware unit is only valid for use with that Hardware

unit, unless the Hardware unit is replaced pursuant to the Hardware Warranty Policy of the Hardware Warranty and RMA Policy.. Samsara reserves the right to audit Customer's usage of Samsara Software and to remove Customer's access to Samsara Software beyond the licensed scope ("Licensed Scope") (for example, the licensed feature scope or licensed user count, as applicable) at any time. If Customer would like to use Samsara Software beyond the Licensed Scope, Customer is required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that Customer is using Samsara Software beyond the Licensed Scope, Samsara reserves the right to charge Customer for the applicable Samsara Software licenses that include such Licensed Scope at the then-current list price, and Customer agrees to immediately pay such amounts. Further, during the applicable license term under an Order Form, Customer agrees that it cannot downgrade a Samsara Software license plan to a lower Samsara Software license plan (for example, downgrading from an "Enterprise" license to a "Premier" license).

5. License Restrictions. Customer agrees not to do or attempt to do any of the following without Samsara's express prior written consent: (i) resell, white label, or reproduce the Products or any individual element within the Products, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Products; (ii) access, tamper with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Products, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Products for any competitive purpose; (ix) perform benchmark testing on the Products; (x) use the Products to store or transmit Malicious Code; (xi) use the Products to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute infringing, libelous, defamatory, harassing, threatening, or otherwise unlawful or tortious material; or to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; or (xiii) authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and immediately suspend or terminate any or all of Customer's access to the Samsara Software if it reasonably suspects or determines that Customer has violated this Section. Samsara reserves the right to limit or restrict Product access in unsupported countries. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Except as set forth in the Statement of Work (Exhibit A), Customer is responsible for installation of the Hardware, and

ongoing maintenance of any Equipment, including but not limited to installation in accordance with any Equipment warranty. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any Equipment. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the Equipment can lead to damage of such Equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please see the Cable Exchange Policy section of the Hardware Warranty and RMA Policy.

## 7. Product Updates.

7.1 General. 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 Hardware; (ii) update the Apps; or (iii) upgrade Hardware to newer models. Samsara may change or discontinue all or any part of the Products, including changing, discontinuing, or removing features included in a Samsara Software license, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting a Hardware model and associated Samsara Software that Customer has ordered from Samsara in accordance with this Agreement prior to the applicable License Expiration Date without offering to replace them with an updated or comparable version or model, Customer may terminate the applicable Order Form with respect to the applicable Products and request a Refund for such 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 Customer. Customer hereby consents to such automatic updates.

7.2 Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer for evaluation purposes. Should Customer opt to use a Pre-Launch Offering: Customer agrees to (i) enter into any additional terms required by Samsara for the applicable Pre-Launch Offerings, (ii) assume sole responsibility and all risk, and waive and release Samsara from any claims directly or indirectly arising from or related to the Pre-Launch Offering; and (iii) except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to, without limitation defend, indemnify, and hold harmless Samsara from any third party claims arising from or related to, directly or indirectly, the Pre-Launch Offerings. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Samsara reserves the right to modify, terminate, or discontinue the Pre-Launch Offerings at any time in its sole discretion, for

any reason, with or without notice, and without liability to Customer, and has no obligation to make any Pre-Launch Offerings generally available to Samsara customers. If Samsara decides in its sole discretion to make a Pre-Launch Offering generally available to Samsara customers as a new Product or part of an existing Product, Samsara may discontinue making such offering available to Customer as a Pre-Launch Offering at that point in time. Customer acknowledges and agrees that any continued usage after such discontinuation date will require that the Customer purchase or have already purchased the applicable Product under an Order Form and pay any additional amounts owed for such purchase. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under this Agreement.

7.3 Feedback. Customer agrees to use commercially reasonable efforts to provide feedback to Samsara regarding the Products upon request and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, "Feedback") provided by Customer to Samsara related to the Products. Customer 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.

#### 8. Payment, Shipping, and Delivery.

8.1 Payment. Customer's payment and billing terms are set forth in the Order Form. Unless otherwise set forth in the applicable Order Form, (i) fees are payable by wire transfer; (ii) all transfers are subject to a processing fee up to 1%, subject to applicable law, unless the wire transfer is initiated by Samsara via ACH, in which case the processing fee will be waived; (iii) late payments are subject to a 1.0% per month late fee; and (iv) if license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted. Further, unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of Customer's payments to credit rating, credit reporting, or similar agencies. If Customer makes a payment without specifying to which invoice it applies, Samsara reserves the right to apply such payment to any outstanding Customer invoice(s). Customer is responsible for all payments of applicable taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"), however designated or incurred under this Agreement. If Samsara has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Samsara will invoice Customer and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. Unless required by applicable law, Samsara will not provide retroactive Tax refunds or credits to Customer. Subject to applicable legal requirements, any Tax refund or credits provided to Customer shall be at Samsara's sole discretion, and Samsara reserves the right to charge the Customer reasonable fees and costs associated with processing such Tax refund or credit.

8.2 Shipment and Delivery. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back. Customer is solely responsible for confirming that each "Ship To" delivery address set forth in an Order Form is accurate and that any individual accepting delivery at that address is authorized to do so on Customer's behalf. Samsara may ship Hardware under an Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. If Hardware under an Order Form is shipped in multiple shipments, the Samsara Software license term associated with Hardware shipped after the initial shipment will be set to expire on the same date as the Samsara Software license term associated with Hardware shipped in the initial shipment. The total cost of the Samsara Software licenses associated with such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full Samsara Software license term under such Order Form. Certain payment amounts set forth in an Order Form assume that all Hardware under such Order Form is shipped at the same time and are subject to potential reduction by Samsara based on the actual schedule of Hardware shipment.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the licensed 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. Customer is solely responsible for monitoring and controlling access to the licensed Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the licensed Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

#### 10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the licensed Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use non-personally identifiable Customer Data in connection with provision of Hosted Services to Customer for anonymized and/or aggregated reporting and use. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Customer may export Customer Data at any time during the term of this Agreement through the export features in the Samsara dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If the applicable Samsara Software license terminates or expires and



Customer does not renew, the applicable Customer Data may be immediately deleted.

10.2 Customer Data Representation and Warranty. Customer represents and warrant that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with this Agreement (ii) no Customer Data infringes upon or violates any individual or entity's intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Samsara and its receipt and use of the Products. EXCEPT TO THE EXTENT LEGALLY PROHIBITED FROM TAKING ON INDEMNIFICATION OBLIGATIONS, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

10.3 The "Data Protection Addendum" at <https://www.samsara.com/legal/data-protection-addendum> reflects the Parties' agreement with respect to the terms governing any Processing of Personal Data (as defined therein) by Samsara on the Customer's behalf in relation to this Agreement.

## 11. Confidentiality.

11.1 Confidential Information. "Confidential Information" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

11.2 Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any employees, agents, or third party service providers of receiving Party in performing under this Agreement under reasonable confidentiality obligations, or except as authorized by disclosing Party); and (iii) not to use any such Confidential

Information for any purpose except to perform under this Agreement or as authorized by the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, including any applicable public record request laws, provided that unless prohibited by applicable law or regulation, the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement pursuant to Section 11.3 hereof.

11.3 Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the Customer for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of Samsara are needed for the Customer to respond to a request under the Act, as determined by the County, Samsara agrees to make them promptly available to the Customer. If the Customer considers any portion of any record provided to Samsara under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, Samsara shall clearly identify any specific information that it claims to be confidential or proprietary. If the Customer receives a request under the Act to inspect or copy the information so identified by Samsara and the Customer determines that release of the information is required by the Act, the Customer's sole obligations shall be to notify the Contractor (a) of the request to allow Samsara to prevent, limit, or protect such disclosure and (b) of the date that such information will be released to the requester unless the Samsara obtains a court order to enjoin that disclosure pursuant to RCW 42.56. If the Samsara fails to timely obtain a court order enjoining disclosure, the Customer may release the requested information on the date specified.

The Customer has, and by this section assumes, no obligation on behalf of Samsara to claim any exemption from disclosure under the Act. The Customer shall not be liable to Samsara for releasing any records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

## 12. Proprietary Rights.

12.1 Services. Samsara and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. Customer acknowledges that the Services are protected by patent, 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 Services 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.

12.2 Firmware. The Firmware is licensed, not sold. Except in the case of a free trial and subject to the Product Trial Hardware Returns section of the Hardware Warranty and RMA Policy, Customer owns the physical title to the Hardware that Customer has purchased or has otherwise acquired in relation to an Order Form. Samsara and its licensors exclusively own all intellectual property rights in Hardware. Samsara further retains ownership of the Firmware, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in this Agreement. Customer 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.

13. Connectivity Data Usage. A Samsara Software license only includes connectivity data to the extent such license SKU is identified as including connectivity data and sets forth the amount of connectivity data included. To the extent connectivity data is included in a Samsara Software license, connectivity between the applicable Hardware and the licensed Samsara Software does not count towards the included connectivity data cap. Samsara reserves the right to limit access to personal entertainment streaming services through the Hardware connectivity. Connectivity data usage above any included connectivity data cap 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 hours of service logs. Customer may track any included connectivity data usage from the “Gateways” page within the “Settings” section of the Hosted Software dashboard.

14. Non-Samsara Products. The Products may contain links to or have the ability to integrate or interoperate with, import or export data to or from, provide access to, or be accessed by Non-Samsara Products (collectively, “Non-Samsara Product Integrations”). If Customer opts to use any Non-Samsara Product Integrations, including but not limited to with respect to the exchange of data between Products and Non-Samsara Products, Customer agrees to: (i) assume sole responsibility for and all risk arising from Customer’s use of Non-Samsara Product Integrations and the content, functionality, or availability of any Non-Samsara Products, including waiving and releasing Samsara from any claims directly or indirectly related thereto; and (ii) except to the extent legally prohibited from taking on indemnification obligations, without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to Customer’s use of any Non-Samsara Product Integrations. SAMSARA PROVIDES NON-SAMSARA PRODUCT INTEGRATIONS “AS IS” WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE.

15. Publicity. Customer hereby grants Samsara permission to use the Customer name and logo on Samsara’s

website, press releases, customer lists, SEC filings, earnings calls, and investor and marketing materials to list Customer as a customer. However, Samsara will not use Customer’s name, trademarks, or logos in any other way without Customer’s prior consent. Customer agrees to abide by the terms of Samsara’s Marks Usage Agreement available at <https://www.samsara.com/resources/brand-assets/>.

16. Term. The term of this Agreement begins upon the Effective Date and shall continue for five (5) years) until the License Expiration Date for the last active Order Form or until otherwise terminated earlier as provided hereunder. Notwithstanding the foregoing, the term of this Agreement may be extended by the Parties in five (5) year term(s) at the mutual agreement of the Parties.

16.1 Termination for Material Breach. Either Party may terminate this Agreement 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. If Customer materially breaches this Agreement, and such breach remains uncured for a period of thirty (30) days following receipt of written notice. Samsara may terminate access to and use of the Services, at its sole discretion, until the breach is cured. If Samsara materially breaches this Agreement and such breach remains uncured after thirty (30) days, Customer will be entitled to provide a notice of termination and request a Refund. Unless otherwise set forth herein (such as in 16.1 Termination for Material Breach and 16.2 Termination for Non-Appropriation of Fund) or in the applicable Order Form, and Order Form cannot be terminated prior to the License Expiration Date.

16.2 Termination for Non-Appropriation of Funds. As a public sector entity, Customer undergoes a fiscal budgeting appropriations process. The continuation of an Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the applicable Order Form for Customer’s then-subsequent fiscal year, Customer may terminate such Order Form with thirty (30) days prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period.

16.3 Effect of Termination. Upon any termination or expiration of the Agreement, the following Sections of this Agreement will survive: 5 (Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term) , 17 (Warranty Disclaimers), 19 (Limitation of Liability), 20 (Dispute Resolution), 21 (Class Action Waiver), 22 (Governing Law), and 25 (General Terms). At the Customer’s request, and subject to Samsara’s data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty and Warranty Disclaimers.

17.1 Hardware Warranty. Samsara provides a Hardware warranty as set forth in the Hardware Warranty Policy section of the Hardware Warranty and RMA Policy.

17.2 **Warranty Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED UNDER THE LIMITED HARDWARE WARRANTY PROVIDED UNDER SECTION 17.1 (HARDWARE WARRANTY), THE PRODUCTS 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. ACTIVE DRIVER AND PERSONNEL SUPERVISION IS REQUIRED EVEN WHEN THE PRODUCTS ARE IN USE, AND THE PRODUCTS ARE NOT A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY AND ALL SPEEDING, TOLLS, AND OTHER TRAFFIC OR LEGAL VIOLATIONS FOR ITS VEHICLES AND EQUIPMENT EVEN WHEN THE PRODUCTS ARE IN USE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE NOT A SUBSTITUTE FOR SAFE AND LAWFUL DRIVING AND EQUIPMENT USE OR OTHER APPROPRIATE PERSONNEL OR WORKPLACE CONDUCT AS APPLICABLE AND THAT CUSTOMER SHALL NOT USE THE PRODUCTS AS A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. Samsara makes no warranty that the Products 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.

## 18. **Insurance**

**18.1 No Limitation.** Samsara’s maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Samsara to the coverage provided by insurance or to limit the Customer’s recourse to any remedy indemnification and payment to the Customer under the terms of a required insurance policy.

**18.2 Scope of Insurance and Limits.** Samsara shall obtain and maintain continuously and for the duration of the Agreement, and for three years following termination, the following insurance:

**18.3 Commercial General Liability Insurance** with a limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and endorsed to include Snohomish County (Customer), its officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the County. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.

**18.4 Worker’s Compensation Coverage** as required by the industrial Insurance laws of the State of Washington. Samsara’s obligation shall extend to itself and must be obtained before performing any work under the Agreement. The Customer will not be responsible for

payment of workers’ compensation premiums or for any other claim or benefit for Samsara, its employees, or its consultants, that might arise under the Washington State Industrial Insurance laws.

**18.5 Technology Professional Liability Errors and Omissions Insurance** appropriate to Samsara’s profession and work hereunder, with limits not less than \$3,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Samsara in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Customer in the care, custody, or control of the Samsara. If not covered under the Samsara’s liability policy, such “property” coverage of the Customer may be endorsed onto the Samsara’s Cyber Liability Policy as covered property as follows:

**18.6 Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County that will be in the care, custody, or control of Contractor.

The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

**18.7 Other Insurance Provisions.** The required Commercial General Liability Insurance and Professional Technical Liability Policies shall meet the following requirements:

1. Samsara’s insurance coverage shall be placed with insurance carriers licensed to do business in the state of Washington with a current A.M. Best rating of not less than A:VII.
2. Samsara’s insurance coverage shall be primary and non-contributing insurance with respect to the Customer. Any insurance or self-insurance coverage maintained by

the Customer shall be excess of Samsara's insurance and shall not contribute with it.

Upon request, Samsara shall furnish the Customer with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Samsara before commencement of the work.

18.

19. Limitation of Liability

19.1 No Consequential Damages. NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS 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 THIS AGREEMENT 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 LEGALLY PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

19.2 Cap. EXCEPT FOR (i) ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN, (ii) CUSTOMER'S BREACH OF SECTION 5 (LICENSE RESTRICTIONS), (iii) A BREACH OF SECTION 7.2 OR SECTION 10.2 BY CUSTOMER, AND (iv) CUSTOMER'S PAYMENT OBLIGATIONS UNDER AN ORDER FORM, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY, INCLUDING TO THE OTHER PARTY AND ANY OF ITS AFFILIATES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS (\$100).

19.3 THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL

ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

20. Dispute Resolution. Any dispute arising from or relating to this Agreement or Customer's use of the Products that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally and exclusively settled in one of the following venues at Samsara's election: (i) the state or federal courts located in or nearest to the county in which the Customer has its principal place of business.

21. Class Action Waiver. Except to the extent prohibited by applicable law, any proceedings to resolve any dispute arising from or relating to this Agreement or Customer's use of the Products in any forum will be conducted solely on an individual basis and not as a class action, consolidated action, private attorney general action, or other representative action. Customer expressly waives its right to file a class action, participate in a class action, or seek relief on a class basis. Unless Samsara agrees in writing otherwise, the adjudicator will not consolidate more than one person or entity's claims.

22. Governing Law. This Agreement and any action related thereto will be governed by the laws of the state in which Customer has its principal place of business without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions arising from or related to this Agreement or Customer's use of the Products will be the state and federal courts located in or nearest to the county in which the Customer has its principal place of business, and both parties consent to the jurisdiction of such courts with respect to any such actions.

23. Non Discrimination. It is the policy of the Customer to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law Against Discrimination, chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts. Samsara shall comply with the requirements of chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this contract constitutes a certification by Samsara of Samsara's compliance with the requirements of chapter 2.460 SCC. If Samsara is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination the County's discretion. This provision shall not affect Samsara's obligations under other federal, state, or local laws against discrimination.

24. Federal Non-Discrimination. The Customer assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title BI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded



from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Customer sponsored program or activity. Customer further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

## 25. General Terms.

25.1 Entire Agreement. This Agreement together with any amendments, exhibits A-E, or addenda thereto and any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and Customer regarding the Products, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Samsara and Customer regarding the Products. For clarity, the Parties agree that any of Customer's click-through, hyperlinked, or similar boilerplate or standard terms and conditions, including those associated with Customer payment portals or onboarding of Samsara as a Customer vendor, are void and have no effect, notwithstanding anything to the contrary in such terms and conditions. If there is a conflict between the terms of an Order Form and the terms of this Agreement, then the terms of the Order Form controls over the terms of this Agreement; provided that, to the extent applicable, (a) if a purchase or procurement under a Purchase Order is also documented by a Quote, notwithstanding anything to the contrary in this Agreement or the applicable Purchase Order, (i) to the extent there is a conflict between such Purchase Order and such Quote, the terms of the Quote shall prevail, and no additional terms included in such Purchase Order that are not included in such Quote shall apply; and (ii) Customer shall ensure such Purchase Order references, and reflects identical terms and conditions to, such Quote; and (b) for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, to the extent there is a conflict between such Purchase Order and such reseller agreement, the terms of the reseller agreement shall prevail, and no additional terms included in such Purchase Order that are not included in such reseller agreement shall apply. Any Purchase Order is solely for Customer's convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to Customer following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Agreement or the applicable Quote. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

25.2 Acceptable Use. Customer may not, and may not allow any third-party, including its Authorized Users, to (a) use the Products: (i) for any inappropriate, improper, discriminatory, or illegal purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language,

religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Samsara; or (b) engage in abusive, harassing, threatening, or offensive conduct towards Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation, please email [abuse@samsara.com](mailto:abuse@samsara.com) or submit an anonymous concern via [samsara-external.ethicspoint.com](https://samsara-external.ethicspoint.com).

25.3 Assignment. Customer may not assign or transfer this Agreement, by operation of law or otherwise, without Samsara's prior written consent. Any attempt by Customer to assign or transfer this Agreement, without such consent, will be null. Samsara may not assign or transfer this Agreement without Customer's prior written consent, provided that Samsara may freely assign or transfer the Agreement in the event of a merger, acquisition, or sale of substantially all its assets with notice to Customer. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their successors and permitted assigns.

25.4 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.

25.5 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached this Agreement, for any failure to perform or delay in performing its obligations under this Agreement due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

25.6 Financed Purchases and Other Payment Arrangements. If Customer is accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation Customer may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between Customer and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") Customer enters into with the Lender to finance Customer's purchase of the Products. Customer acknowledges and agrees that when Customer executes the Financing Agreement, the Lender is prepaying Samsara for the Products on Customer's behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under this

Agreement. Customer accepts the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect Customer's rights against Samsara as limited by this Agreement, or Samsara's obligations to Customer under this Agreement. If Customer chooses to discontinue use of the Products for any reason, Customer will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If Customer has any claim against or dispute with Samsara, Customer may not take action by reason of such claims against Lender. If Customer is purchasing through a Lender, Samsara may terminate Customer's access to the Products should Customer breach this Agreement or the terms of the Financing Agreement. Any Refunds issued by Samsara under this Agreement for Product purchases financed under a Financing Agreement shall be remitted to the Lender, and any impact such remittance may have on Customer's remaining payment obligations to Lender is governed by the Financing Agreement. Subject to the other terms of this Section (Financed Purchases and Other Payment Arrangements), in the event Samsara consents, in its sole discretion, to granting Customer's request for payment under an Order Form to be made by a Customer Affiliate, Lender, or any other third party authorized by Customer to make purchases or payments on behalf of Customer ("Payment Arrangement"), Customer represents and warrants that (i) such Payment Arrangements are made for legitimate business purposes and are in compliance with all applicable laws, including but not limited to tax laws, and (ii) Customer remains directly liable for all obligations, including all payment obligations, under this Agreement and such Order Form.

25.7 Notices. Any notices provided under this Agreement must be made in writing. Notices to Samsara must be made via

email to the email address below. Courtesy copies to either Party may optionally be provided to the office address set forth below via: (i) personal delivery, (ii) overnight courier delivery, or (iii) registered or certified mail, return receipt requested. If a different San Francisco, California, USA headquarters address for Samsara is provided on Samsara's website at <https://www.samsara.com/company/contact/> than the address set forth below, such different address should be used instead, with attention to the Legal Team.

Samsara Inc.  
Email: [legalnotices@samsara.com](mailto:legalnotices@samsara.com)  
Telephone: (415) 985-2400  
Address: Attn: Legal Team, 1 De Haro Street, San Francisco, CA 94107

Snohomish County  
Name: Rachael McNeil  
Email: [rachael.mcniel@snoco.org](mailto:rachael.mcniel@snoco.org)  
Telephone: 425-388-6061  
Address: 3402 McDougall Ave Everett WA, 98201

25.8 Remedies. Either party's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

[END OF TERMS AND CONDITIONS]


IN WITNESS WHEREOF, the Parties have executed this Master License and Services Agreement effective as of the Effective Date, which if not specified earlier in this Agreement shall be the later date set forth below.

**SIGNATURES**

Snohomish County

By: Klein, Ken   
Name: Ken Klein  
Title: Executive Director  
Date: \_\_\_\_\_

Samsara Inc.

By:   
Name: Adam Eltoukhy  
Title: Executive Vice President, Chief Legal Officer  
Date: November 14, 2024

<p><b>COUNCIL USE ONLY</b></p> <p>Approved <u>11/12/2024</u></p> <p>ECAF # <u>2024-2838</u></p> <p>MOT/ORD <u>Motion 24-478</u></p>
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# EXHIBIT A

## Statement of Work

**THIS** Statement of Work (“**SOW**”) is made part of and incorporated by this reference into the Master License and Services Agreement (the “**Agreement**”) entered into by and between Snohomish County (the “**County**”), and **Samsara** on Agreement Effective Date.

**NOW THEREFORE**, it is hereby understood and agreed that all Work will be pursuant to the provisions, terms and conditions of this SOW, the Agreement, and in accordance with the specifications set forth herein.

### 1. **DEFINITIONS**

Capitalized terms used in this SOW and not otherwise defined herein have the meanings defined for them in the Agreement. When used herein with initial capitalization, whether in singular or plural, the following terms shall have the following meanings:

**1.1 “Acceptance” and “Accepted” means that:** (i) the Work and/or Deliverables substantially satisfy the functions and specifications agreed to by both Parties and as described herein; and (ii) the Work and/or Deliverables shall be deemed delivered and acceptable by the County, after the rendering of Work and the delivery of Deliverables as described in this Exhibit and the Agreement.

#### 1.2 “Updates”

This means all minor releases of the Samsara Software in which minor modifications, additions, changes, bug fixes, defect corrections and feature enhancements have been made, excluding version-to-version Upgrades, and are designated by a change in sub-version designation (e.g., from version 1.3 to version 1.4).

#### 1.3 “Upgrades”

This means all major releases of the Samsara Software in which significant and/or substantial modifications, additions, changes, bug fixes, defect corrections and feature enhancements have been made, and are designated by a change in version designation (e.g., from version 1.4 to version 2.0).

### 2. **WORK**

#### 2.1 *Summary of Work.*

Priority 1: 2024/2025 Winter Operations—completion 11/27/2024

- Up to 75 (primarily heavy duty) snow/ice response vehicles to be equipped with modules and hardware, described in detail in 2.4 Deliverables.
- Temporary vendor-hosted snow/ice response map with delay.
- In-person hands-on Lead Mechanic task training for module.

Priority 2: Migration of Existing AVL Customers—completion within 6 months of Effective Date

- Up to 275 heavy and light duty vehicles to receive modules and hardware, described in detail in 2.4 Deliverables.
- Full/formal in-person training for all Fleet Services Mechanics

Priority 3: Rollout to New Telematics Customers—completion within 6 months of Effective Date

- Up to 500 heavy and light duty vehicles to receive modules and hardware, described in detail in 2.4 Deliverables.
- Virtual training for leadership and analysts on reporting functionality, to include demonstration of County data in use.
- Permanent ESRI-based snow/ice response map with delay of 20 minutes
- Ongoing support as follows:
  - o Designated customer success manager
  - o Platform adoption and optimization
  - o Goal planning
  - o Regular value check-in
  - o Annual partnership review
- Implementation Services – Samsara Premier Service Tier, (Exhibit D)

## **2.2 Background**

The County’s current AVL solution has been in place since 2007, with 350 heavy and light duty vehicles currently enrolled. Some County departments are collecting advanced telematics data on heavy equipment and are interested in expanding use and leveraging telematics data for decision making purposes. The County is seeking a comprehensive telematics solution that ensures data reliability and facilitates department and user interactions.

## **2.3 Contractor Requirements**

Upon implementation, the Contractor shall meet the following objectives:

- (a) A solution that enables County process improvement during implementation.
- (b) A solution that will empower County management to set different access levels to employees (such as to a limited few for database administration and AVL toggle), turn functions on/off, and see real-time employee performance stats without needing approval/action from Samsara.
- (c) Provide the ability for authorized County Users to maintain the system through updating configuration items such as Users, Document Types and recording categories, and legislatively mandated items in a manner that is readily accomplished without County IT or Contractor assistance.



## 2.4 Samsara and/or Third-Party Deliverables

### **Task 1: Delivery of Samsara Hardware Devices Purchased Under Samsara Order Form #Q-1110838 to designated County site (Exhibit E).**

*Activities:* Contractor will deliver all purchased Samsara Hardware devices under Order Form # Q-1110838 to a County address as designated by the County.

*County Acceptance:* SCPM (or designee) will confirm completion of this task within 30 days from the date of shipment.

*Contractor Deliverables:* All purchased Samsara Hardware under Order Form # Q-1110838 delivered to the designated County site within 60 days of Effective Date (subject to inventory availability).

### **Task 2: Installation of VG55 Vehicle Gateway Modules for Heavy Duty Vehicles, Enhanced VG Series OBDII J1962 L-mount cables, Enhanced VG Series J1939 or J1708 (9-pin), VG55 Aux Cables and service for up to 75 snow/ice response vehicles and equipment.**

*Activities:* On-site Samsara staff (or designated third-party partner) providing physical installation (may include engagement of a third-party installation partner, as deemed appropriate by Samsara) of modules and initial digital access of hosted platform. To include confirmation of service to modules and communication of modules with platform. Samsara may designate a third-party installation partner to lead installation, and may use this activity to train Fleet Services Equipment Mechanics, as outlined in Task 3.

*Contractor Deliverables:* Install up to 75 modules in vehicles; provide hands-on training for designated mechanics. Samsara may designate a third-party partner to lead this task in installing the modules on County vehicles.

*County Acceptance:* SCPM (or designee) will confirm completion of this task.

### **Task 3: In-person training for Fleet Services Equipment Mechanics**

*Activities:* May be performed during on-site support in Task 1. Includes Samsara-led full training for Equipment Mechanics, to be conducted at Fleet Services shop site(s):

Cathcart Way Operations Center, Building B  
8915 Cathcart Way  
Snohomish WA, 98296

Arlington Operations Center  
9700 67th Ave NE  
Arlington WA 98223

County will arrange for classroom space and/or shop support (tools, tech equipment, recording devices, etc.) as needed. All training scheduling and coordination will be handled by Shawn Weeks (or designee).

*County Acceptance:* SCPM (or designee) will confirm Equipment Mechanic proficiency in physical installation.

*Samsara Deliverables:* Training for designated mechanics. Up to 4 Samsara hours.

#### **Task 4: Virtual or hybrid training for County System Administrators**

*Activities:* Anticipated trainees will include current AVL administrators, Fleet Services Tech Leads, Fleet Services and Facilities leadership, and County IT staff. Training will cover administration functions, to include data management and retention, user setup and administration, filtering and reporting, integration with FASTER (to be set up in **Task 7**, but staff will be interested in an overview, and this training is identified as an opportunity for interdepartmental cooperation), accessing on-demand help resources, and any additional topics Samsara deems appropriate in their typical training approach for system administrators. All training scheduling and coordination will be handled by SCPM (or designee).

*County Acceptance:* SCPM (or designee) will confirm System Admin proficiency in system operation and ownership.

*Samsara Deliverables:* Virtual training session for appropriate tech staff, recording of virtual training session. Up to 4 Samsara hours.

#### **Task 5: Temporary public-facing snow/ice response map**

*Activities:*

- Samsara will provide expertise and hands-on technical support as requested by the County to County GIS staff to implement an instance of their out-of-the-box snow/ice response map solution.
- Snow/ice map API connectors will remain uninterrupted for at least 99.9% of the time; Samsara will provide 24/7 support for designated snow response system administrators to submit emergency support request if needed.

*County Acceptance:* SCPM (or designee) will confirm map functionality.

*Samsara Deliverables:* Samsara API access and Samsara support, defined within Samsara Premier Service Tier (Exhibit D).

**Task 6: Installation of VG55 Vehicle Gateway, AG 26 and AG 53 Modules for Heavy Duty Vehicles and equipment, Enhanced VG Series OBDII J1962 L-mount cables, Enhanced VG Series J1939 or J1708 (9-pin), VG55 Aux Cables and service for up to 350 vehicles and equipment currently in service with the County's legacy AVL provider.**

*Activities:* County will lead installation; Samsara will provide virtual (or onsite, if available) technical support as requested for module installation and service connection/confirmation at no additional cost.

*County Acceptance:* SCPM (or designee) will confirm completion of this task.

*Samsara Deliverables:* Support provided by Samsara as requested by the County for up to 275 Samsara modules installed by County in vehicles. Up to 4 Samsara hours.

### **Task 7: Virtual or hybrid training for County Analysts and Leadership**

*Activities:* Anticipated training sessions may include up to 50 County staff, including County department staff with reporting/data needs (i.e., Directors/Managers, Business/Financial/Technology Analysts). Training will include reporting and filtering functions, to include default reports, data access, custom reporting, integration with FASTER (to be set up in **Task 8**, but staff will be interested in a high-level overview), and any additional topics Samsara deems appropriate in their typical training approach for analyst/leadership staff. All training scheduling and coordination will be handled by SCPM (or designee).

*County Acceptance:* SCPM (or designee) will confirm System Admin proficiency in system operation and ownership.

*Samsara Deliverables:* Virtual training session for appropriate staff, recording of virtual training session. Up to 4 Samsara hours.

### **Task 8: Integration with existing FASTER Fleet Management System software**

*Activities:* Samsara will lead County Implementation Project Manager and IT Staff to leverage existing API capabilities. Data will be integrated from Samsara to FASTER, the County's fleet asset management system. Technical support to complete this task will be provided virtually.

*County Acceptance:* SCPM (or designee) will confirm full operation of integration.

*Samsara Deliverables:* Support as requested by County. Up to 20 Samsara hours.

### **Task 9: Installation of VG55 Vehicle Gateway, AG 26 and AG 53 Modules for Heavy Duty Vehicles and equipment, Enhanced VG Series OBDII J1962 L-mount cables, Enhanced VG Series J1939 or J1708 (9-pin), VG55 Aux Cables and service for up to 500 vehicles and equipment new to telematics**

*Activities:* County will perform installation; Samsara will provide virtual technical support as requested for module installation and service connection/confirmation at no additional cost.

*County Acceptance:* SCPM (or designee) will confirm successful installation and operation of modules in designated vehicles.

*Samsara Deliverables:* Support provided by Samsara as requested by County for up to 500 modules installed by County in vehicles. Standard technical support as requested by the County through Samsara Support Services.

### **Task 10: Technical support for permanent public-facing snow/ice response map**

*Activities:* Samsara will provide advanced technical support County GIS staff, in partnership with ESRI staff, to develop map public-facing snow/ice response map solution, to meet requirements stated in the RFP-S. This permanent solution will replace the temporary map solution defined in Task 4. Should the County request any deviation from needs stated in RFP-S, additional cost may be incurred.

*County Acceptance:* SCPM (or designee), will confirm map functionality.

*Samsara Deliverables:* Lead solution development; uninterrupted data for hosted map solution. Up to 20 Samsara hours.

### **Task 11: Ongoing in-application or request-based support and maintenance**

*Activities:* County will have full access to Samsara technical support and documentation as set forth in the Agreement, at no additional cost. Samsara will provide instruction on accessing materials, as well as detailed instructions for entry and escalation of technical support tickets. In addition to standard support, County requires contact information for troubleshooting malfunctions during emergency response (such as overnight snow/ice removal events). County will provide list of designated staff who can request AVL turn on/off through standard Samsara process, and will update this list with Samsara when needed; Samsara shall not turn on/off AVL service for any vehicle without written approval from a designated County staff member (AVL toggler).

Designated AVL toppers are listed below. Any changes to this list of authorized staff will be made in writing by SCPM or Fleet Services Manager.

Shawn Weeks, [shawn.weeks@snoco.org](mailto:shawn.weeks@snoco.org)

Rachael McNeil, [rachael.mcniel@snoco.org](mailto:rachael.mcniel@snoco.org)

Matt Elmore, [matthew.elmore@snoco.org](mailto:matthew.elmore@snoco.org)

Brad Burt, [bradley.burt@snoco.org](mailto:bradley.burt@snoco.org)

Curtis Patton, [curtis.patton@snoco.org](mailto:curtis.patton@snoco.org)

*County Acceptance:* SCPM (or designee) will confirm access to support resources.

*Samsara Deliverables:* Ongoing Samsara support and communication.

## **3. CONTRACTOR'S RESPONSIBILITIES**

### ***3.1 Samsara to provide:***

- (a) A primary point of contact to act as Project Manager ("CPM") and work with Snohomish County's Project Manager ("SCPM"), or other designated representative.
- (b) Professional staff to perform, manage, or execute the functions described in this SOW. The assignment of such Contractor staff shall be disclosed to County. County may direct the Contractor to remove or reassign any staff that the County determines to be unqualified or unsuitable; however, County's right to do so does not implicate County as party to Contractor's obligations in the SOW.
- (c) Weekly and/or monthly status reports as required by SCPM.



### **3.2 Samsara Tasks and Responsibilities:**

- (a) Develop a project schedule, which includes all tasks required by the County for configuration, security, network connectivity, workstation modifications, interface development, data conversion, and operations and maintenance.
- (b) Ensure adherence to the project scope, schedule and budget.
- (c) Manage risk, including notifications to the County’s Project Manager within 24 hours – via email or phone – when the project scope, schedule or budget may be impacted, as well as providing mitigation plans. Samsara may not proceed scope, schedule, or budget impacts without prior written County approval of the same.
- (d) Management and planning of work activities including:
  - system design and installation;
  - system configuration;
  - data conversion and migration;
  - testing and quality assurance;
  - administrator and end-user training; and
  - go-live support.
- (e) Coordination of Samsara’s resources, work sessions, and training (in-person or online/phone).
- (f) Track project issues using mutually agreed upon tracking system (e.g., SharePoint, Excel, etc.).
- (g) Provide written status reports, which include schedule updates, all reported issues and their statuses, weekly via email to the SCPM.
- (h) Be available for status calls as requested by County.
- (i) Provide monthly updates to steering committee via in person or online meeting as requested by the County.
- (j) All stated and additional tasks required to achieve the results specified herein.

## **4. COUNTY’S RESPONSIBILITIES**

### **4.1 Complete obligations**

In addition to the County’s obligations under the Agreement, a complete list of County’s obligations under this SOW is set forth below. Except as otherwise set forth in the Agreement, all other work, resources, personnel, data, software, hardware, etc. required for the Contractor to achieve the results specified herein (limited only by the Scope of this SOW) are the sole and exclusive responsibility of the Contractor.

### **4.2 County to Provide:**

- (a) Single point of contact from County to act as Project Manager (“SCPM”) and work with Contractor’s Project Manager (“CPM”), or other designated representative.
- (b) Sufficient workspace, internet connections and telephone access to Contractor employees that are required to provide or perform Work at a County facility.

#### **4.3 County Tasks and Responsibilities:**

- (a) Review and provide formal written approval of plans and documentation provided by Samsara under section 3.2 of this SOW.
- (b) Review and provide formal written approval of work performed under milestones.

#### **5. PROJECT MANAGEMENT**

Snohomish County project management best practices will be observed, including County change control procedures and weekly project status update meetings with the participating project team (Contractor/County). The County Project Manager and the Contractor will negotiate the acceptance level of project management oversight at the Kickoff Meeting.

#### **6. PROJECT COMPLETION CRITERIA**

The full Samsara solution supplied by the Contractor (including all hardware, software, custom configurations, training, and support agreements) has been installed or delivered to the County. and are fully functional and proven to be satisfactory to the project sponsor. All requirements found in this and all other project documentation (including those documents submitted by the Contractor) must be satisfactorily met by the Contractor products/services and should the County be unsatisfied, the Parties will work together in good faith to resolve any implementation issues.

#### **7. ROLLING ESTOPPEL**

County assumes responsibility for providing the resources as indicated in the SOW. County will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiencies and Contractor identifies specific deficiencies in County's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected the specific performance requirement of Contractor.

Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under the contract or the contract price, if Contractor knew of that problem and failed to include it in the applicable report.

In the event Contractor identifies a situation wherein County is impairing Contractor's ability to perform for any reason, Contractor's deficiency report should contain Contractor's suggested solutions to the situation(s). These suggestions should be in sufficient detail so that County project managers can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

If the problem is one that allows Contractor (within the terms of the contract) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, the report should comply with the change order procedures.

**8. DURATION OF SOW**

This SOW is estimated to last for six months from Effective Date, and more specifically will commence on [Master Service Agreement Effective Date] and conclude on or about [June 30<sup>th</sup>, 2025] unless extended further by mutual written agreement of both parties in an amendment to this SOW.

**9. TIMELINE**

Contractor (and/or third-party installation partner where applicable) will use commercially reasonable efforts to meet all milestone deadlines specified in the SOW.

Date	Milestone Phase Number	Milestone
11/27/24	1	<b>2024/2025 Winter Operations</b> Up to 75 (primarily heavy duty) snow/ice response vehicles to receive modules Vendor-hosted snow/ice response map with delay In-person hands-on Lead Mechanic task training for module installation Virtual or hybrid training for system administrators and high-level superusers
<b>Within 3 months of contract execution</b>	2	<b>Migration of Existing AVL Customers</b> Up to 275 heavy and light duty vehicles to receive modules Full/formal in-person training for all Fleet Services Mechanics
<b>Within 6 months of contract execution</b>	3	<b>Rollout to New Telematics Customers</b> Up to 500 heavy and light duty vehicles to receive modules Virtual training for leadership and analysts on reporting functionality, to include demonstration of County data in use

**10. FEES**

Contractor will be paid for the applicable Work as specified in this SOW according to the payment and billing terms set forth in the applicable Order Form and Exhibit B.

**11. PROJECT MANAGERS**

<b>County Project Manager (“SCPM”)</b>		<b>Contractor Project Manager (“CPM”)</b>	
<b>Name:</b>	Shawn Weeks	<b>Name:</b>	<b>Jack Schulte</b>

<b>Address:</b>	Snohomish County 3402 McDougall Ave Everett, WA 98201	<b>Address:</b>	Remote
<b>Phone:</b>	425-388-6651	<b>Phone:</b>	(313) 618-7193
<b>Email:</b>	Shawn.weeks@snoco.org	<b>Email:</b>	jack.schulte@samsara.com

Escalation path

**Snohomish County:**

[Rachael McNeil, Fleet Manager, [rachael.mcniel@snoco.org](mailto:rachael.mcniel@snoco.org)]

**[Samsara ]:**

[Adam Eltoukhy, EVP, Chief Legal Officer [adam.eltoukhy@samsara.com](mailto:adam.eltoukhy@samsara.com)]

**12. SECURITY REQUIREMENTS**

Samsara shall instruct its employees and agents that they shall comply with the County’s security, access, and safety requirements for the protection of the County’s facilities and employees while on the County’s premises.

**13. DATA RIGHTS**

**Ownership.** County Data produced, furnished, acquired or used in the course of completing this statement of work is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. This Section shall survive the termination of this Agreement.

**Samsara Use of County Data.** Samsara is provided a limited license to County Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display County Data only to the extent necessary in providing the Services. Samsara shall: (a) keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Samsara’s own purposes or for the benefit of anyone other than County without County’s prior written consent. This Section shall survive the termination of this Agreement.

**14. SITES AND LOCATIONS**

The work will be conducted both remotely and at the County facilities located below:

Snohomish County Fleet Services  
3402 McDougall Avenue  
Everett, WA 98201



(Automotive/Light Duty Shop)

Arlington Operations Center  
19700 67th Ave NE  
Arlington WA 98223  
(Mixed Heavy Duty and Light Duty Shop)

Cathcart Way Operations Center  
8915 Cathcart Way  
Snohomish WA 98296  
(Mixed Heavy Duty and Light Duty Shop)

**15. ATTACHMENT(S)**

# EXHIBIT B

## Compensation



**Snohomish County**  
Purchasing & Contracting  
purchasing@snoco.org

**RFP-24-026BC-S**  
**Telematics, Vehicles and Equipment**  
**Attachment A-1**  
**Price/Cost**

Proposer's Name Samsara, Inc

Price Proposals shall be submitted as a separate file or if submitting a paper proposal, sealed in a separate smaller envelope and submitted with the Submittal Packet. All items, services, hardware, software, training, etc. shall be included in the pricing below to provide a turn-key solution.

**13.F.1: Assumptions – Snohomish County End-User/Vehicle Count Assumptions**  
To the extent necessary to complete this Cost Proposal section, please use the counts below. These estimates are for Cost Proposal purposes only, and may not reflect the actual users at the County:

- a) Active Users in system: 350
- b) Year One vehicle count: 850

**13. F.2: Summary Cost, Year One**

Description	Price Cost		
	Purchase Option	Local or National Cooperative Option	Cooperative Name and Contract Number
Core Software	\$ 137,700.00	\$ 137,700.00	Sourcwell #020221-SAM
Installation and Set-Up	\$59,500.00	\$59,500.00	Sourcwell #020221-SAM
Customization and Integration	\$included at not cost	\$included at not cost	Sourcwell #020221-SAM
Maintenance and Support	\$included at not cost	\$included at not cost	Sourcwell #020221-SAM
Training	\$included at not cost	\$included at not cost	Sourcwell #020221-SAM
Hardware and Peripherals	\$ included at no cost	\$ included at no cost	Sourcwell #020221-SAM
Hosting Fees	\$included at no cost	\$included at no cost	Sourcwell #020221-SAM
Testing Environment	\$ included at no cost	\$ included at no cost	Sourcwell #020221-SAM
<b>Sub-Total</b>	<b>\$197,200.00</b>	<b>\$197,200.00</b>	Sourcwell #020221-SAM

**13. F.3: Summary Cost, Years 2-5 (assuming 850 vehicles)**

Description	Price Cost		
	Purchase Option	Local or National Cooperative Option	Cooperative Name and Contract Number
Core Software	\$ 137,700.00	\$ 137,700.00	Sourcwell #020221-SAM

Maintenance and Support	\$included at no cost	\$included at no cost	#0 - Sourcwell #020221-SAM
Training	\$included at no cost	\$included at no cost	Sourcwell #020221-SAM
Hosting Fees	\$included at no cost	\$included at no cost	Sourcwell #020221-SAM
<b>Sub-Total</b>	<b>\$137,700.00</b>	<b>\$137,700.00</b>	Sourcwell #020221-SAM

**13. F.4: Summary Total Cost for Five Years (assuming 850 vehicles)**

Description	Price Cost		
	Purchase Option	Local or National Cooperative Option	Cooperative Name and Contract Number
Total Cost: (add up subtotals of Sections 13.F.2 and 13.F.3)	\$746,000.00	\$748,000.00	Sourcwell #020221-SAM

**13. F.5: Additional Services or Required Items (please describe in detail)**

Description	Price Cost		
	Purchase Option	Local or National Cooperative Option	Cooperative Name and Contract Number
PTO added during install for Plow up/Plow Down per vehicle/PTO we don't have vehicle break-downs for type so this is per Vehicle cost on top of the Vehicle Gateway installation.	\$35.00 per vehicle	\$35.00 Per Vehicle	Sourcwell #020221-SAM
Optional Forward Facing Only Camera Per Month Per Vehicle for future use.	\$25.00	\$25.00	Sourcwell #020221-SAM
Optional Dual Facing Camera per month per vehicle for future use.	\$33.00	\$33.00	Sourcwell #020221-SAM
	\$	\$	
	\$	\$	

**13. F.6: Pricing Structure**

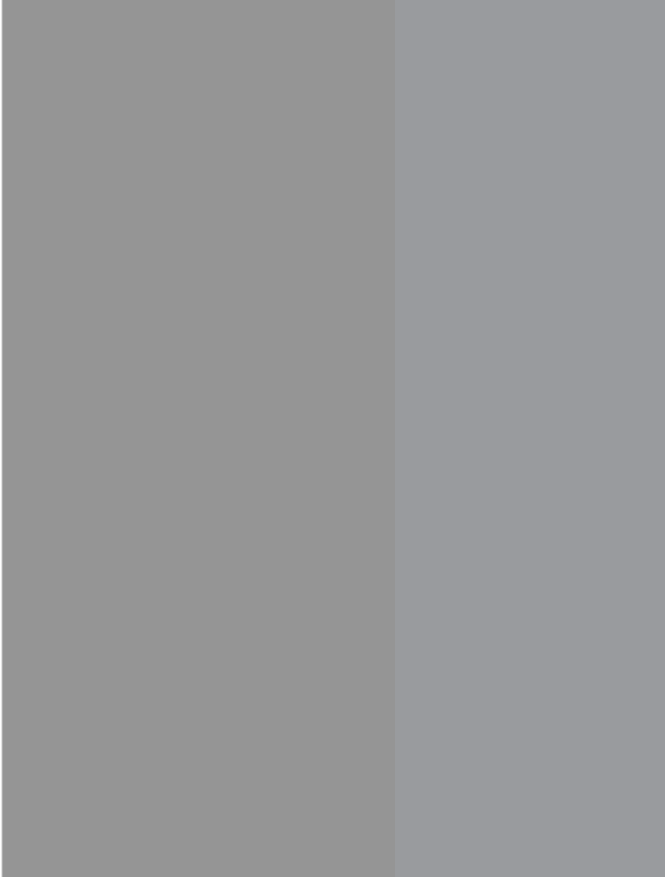
In addition to the pricing provided above, please provide a detailed breakdown of your proposed pricing structure in the format of your choosing, including the following components:

- a) **Licensing Model:** Clarify the licensing model employed by your Telematics solution. Describe the terms and conditions associated with licensing, including any limitations on user access, concurrent usage, or scalability options.
  - a. **Answer: Please see attached Addendum/Appendix A Public Sector Master Services Agreement, SourceWell Contract and Samsara Order Form with estimated shipping and sales tax added.**
- b) **Volume Discount Framework:** Outline the volume discount framework offered based on projected usage in Section 13.F.1 and potential County wide roll-out of up to 1600 vehicles. Additionally, specify any conditions or prerequisites for qualifying for volume discounts.

**Answer: Samsara provided Snohomish County pricing based off of 1600 Vehicle count at any quantity. We understand that Snohomish County is starting**

**Snohomish County**  
Purchasing & Contracting  
[purchasing@snoco.org](mailto:purchasing@snoco.org)

*off with 850 Vehicles but Samsara wanted to show its desire to partner with Snohomish County so we went from \$15.50 per month per vehicle down to \$13.50 per month per vehicle and we reduced the installation down from \$100.00 Per vehicle down to \$70.00 Per Vehicle which would be our installation cost for fleets over 1500 vehicles.*



# EXHIBIT C

## Hosted Software SLA and Hardware Warranty

### Hosted Software License Agreement

Samsara's Hosted Software is designed from the ground up to provide reliable service to our customers. We have invested in technology, operations, and infrastructure to safeguard customer data and to prevent downtime of our Hosted Software.

Samsara's Hosted Software runs on a scalable and redundant cloud computing infrastructure used by the world's largest enterprises. Samsara's distributed software architecture spreads computation across multiple physical servers and replicates stored data across multiple physical storage devices. As a result, no single hardware failure can affect Hosted Software availability.

We are pleased to offer our customers (each a "Customer") the following 99.99% uptime SLA for our Hosted Software:

This Service Level Agreement (this "SLA") sets forth Samsara's obligations and Customer's rights with respect to the performance of Samsara's Hosted Software. This SLA is subject to the terms of service ("Terms") governing Customer's use of Samsara Products, unless otherwise agreed between Customer and Samsara. All capitalized terms used but not defined in this SLA have the meaning set forth in the Terms.

1. **Definitions.** For purposes of this SLA, the following terms have the meaning ascribed to each term below:

"**Hosted Software Downtime**" means when the Customer is unable to log into the Hosted Software dashboard due to failure(s) in the Hosted Software, as confirmed by both Customer and Samsara. Please note that individual Hardware device failures are not considered Hosted Software Downtime, but may be covered under Samsara's Hardware Warranty Policy set forth in the Hardware Warranty Policy section at <https://www.samsara.com/support/hardware-warranty>.

"**Hosted Software Uptime**" means the total number of minutes in a calendar month minus the number of minutes of Hosted Software Downtime in a calendar month, divided by the total number of minutes in a calendar month, expressed as a percentage.

"**Service Credit**" means the number of days of license to the Samsara Software that Samsara will credit to Customer in the form of a monetary credit applied to Customer's invoice after receipt of timely written notice of Samsara's failure to meet the Service Level Warranty, as required by Section 3 herein (Customer Must Request Service Credit).

2. **Service Level Warranty.** During the applicable Order Form term, the Hosted Software will have a Hosted Software Uptime of at least 99.99% in any calendar month (the "**Service**

**Level Warranty**"). If the Hosted Software Uptime does not meet the Service Level Warranty in any calendar month, and if Customer is in compliance with its obligations under the Terms and this SLA, then Customer will be eligible to receive a Service Credit as follows:

### Hosted Software Uptime (per month)

#### Number of Days of Service Credit

HOSTED SOFTWARE UPTIME (PER MONTH)	NUMBER OF DAYS OF SERVICE CREDIT
< 99.99% - ≥ 99.9%	3 days
< 99.9% - ≥ 99.0%	7 days
< 99.0% - ≥ 90.0%	15 days
< 90.0%	30 days

3. **Customer Must Request Service Credit.** In order to receive any of the Service Credits described above, Customer must notify Samsara in writing within thirty (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 Hosted Software Downtime that occurs in a single calendar month will not exceed thirty (30) days.

5. **Exclusions.** The Service Level Warranty does not apply to any Products that expressly exclude this Service Level Warranty (as stated in the Documentation for such Products) or any Hosted Software Downtime caused in part or in full by any of the following: (i) 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) Customer and/or third party Equipment, systems, networks, or infrastructure (not within the primary control of Samsara); (iii) Customer's breach of the Terms or this SLA or improper use of the Products; (iv) a third party cloud-hosting, cellular, or internet service provider; (v) improper installation of or



damage to the Hardware or partial or full disconnection of such Hardware from the Equipment; or (vi) any cause that is not solely failure(s) in 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.

Samsara's Hardware Warranty and RMA Policy is set forth below and is subject to Samsara's Terms of Service at <https://www.samsara.com/legal/platform-terms-of-service/> ("**Terms**"). All capitalized terms not defined herein shall have the meaning set forth in the Terms.

#### **HARDWARE WARRANTY POLICY**

If you are experiencing technical issues, please visit our Support Page at [www.samsara.com/support](http://www.samsara.com/support), where you will find many resources to help troubleshoot issues, or contact our Customer Support team for technical assistance. Prior to submitting a Hardware Warranty claim pursuant to this Policy, you must first use all reasonable efforts to find a solution on our Support Page linked above and/or contact our Customer Support team and assist in Samsara's troubleshooting efforts.

#### **Scope of the Samsara Hardware Warranty**

Samsara stands behind its Hardware. Hardware that requires a valid license to function (i.e., Hardware Products associated with a license with a "LIC-" prefix in the applicable SKU) has a warranty that lasts for as long as you maintain a valid license for such Hardware. All other Hardware (e.g., accessories and cables) comes with a one-year warranty as of the date of shipment.

Samsara warrants that, during the applicable warranty period, eligible Samsara Hardware will not malfunction due to a defect in Hardware materials or workmanship under Normal Use Conditions (as defined below), subject to the limitations and conditions set forth in the Terms and this Hardware Warranty Policy section of the Hardware Warranty and RMA Policy (the "Hardware Warranty"). "**Normal Use Conditions**" means ordinary use under intended conditions in accordance with the Documentation. Upon Samsara's approval of a warranty claim provided in accordance with this Hardware Warranty Policy section, Samsara will, at its sole discretion, do one of the following (1) repair the Hardware free of charge, (2) replace the Hardware (with the same Hardware or that of substantially similar functionality) free of charge, or (3) to the extent repairing or replacing the Hardware proves commercially unreasonable, terminate the Customer's Order Form(s) for the affected Products and provide a Refund for such Products. To the maximum extent permitted by applicable law, the foregoing constitutes the Customer's sole and exclusive remedy and Samsara's sole and exclusive obligation for any breach of this Hardware Warranty.

This Hardware Warranty only applies to the extent the Customer is up-to-date on its payment obligations. Furthermore, it does not apply (1) to non-Samsara branded products or services, even if sold with Samsara Products; (2) to consumable parts (including batteries), cosmetic damage, normal wear and tear, or aging; (3) if the defect is not reproducible; (4) to circumstances such as accidental or incidental damage, indirect damage, loss, theft, abuse, misuse, misapplication or unauthorized disassembly of or to the Hardware; (5) if the Hardware has been defaced (e.g., the serial number has been removed); (6) if the Hardware is installed, maintained, operated or used in a way that does not comply with the Terms, Documentation, or other written instructions provided by Samsara; (7) if the defect or damage is caused by an improper voltage supply or the use of third party components, materials, accessories (including cables), products and/or software that are not expressly approved or supplied by Samsara; (8) if the defect or damage is caused by any attempt to service the Hardware other than by Samsara or its representatives; (9) if the defect or damage is caused by the Customer's or its representative's negligence, misuse, neglect, intentional acts or omissions, or breach of its obligations under the Terms or this Hardware Warranty and RMA Policy; (10) if the Hardware, its functionalities or its capabilities have been altered, modified, repaired or tested by a party other than Samsara or its representatives, and/or without advance written permission of Samsara; and (11) if the Hardware is tampered with or otherwise damaged in a way or by events outside of Samsara's control, such as in the event of a car crash, fire, liquid contact, natural disaster or other external causes.

#### **How to submit a warranty claim**

To request a return materials authorization ("**RMA**") under this Hardware Warranty Policy, please contact Samsara Customer Support or submit an RMA request through the Hosted Software dashboard. When submitting an RMA request, you will need to provide the following information:

1. Make and model
2. Serial number
3. Shipping address

If your RMA request is approved by Samsara, Samsara will provide you with an RMA number and a return shipping label for the defective Hardware units free of charge. We will ship all replacement Hardware once your RMA request has been approved and processed.

You must return the defective Hardware units to Samsara for receipt within thirty (30) days of Samsara issuing you the return shipping label. If Samsara does not receive the defective Hardware units within this thirty (30) day period, Samsara reserves the right to deactivate

the defective device and/or charge you, and you agree to pay the fees and costs associated with the device replacement. In any event, to the extent Samsara sends you a replacement device, Samsara reserves the right to deactivate the defective device.

Upon return of any Hardware under a Hardware Warranty claim, Samsara may delete all data stored on the Hardware. Before submitting your Hardware Warranty claim and returning your Hardware to us, we therefore recommend that you make a backup copy of the content stored on the device by using the tools available on your Samsara Hosted Software dashboard or otherwise. Samsara disclaims all liability relating to Customer's loss of Customer Data or other data in connection with the return of Hardware under this Hardware Warranty Policy.

If you request an RMA and no material defect is found with your Hardware unit, Samsara reserves the right to charge you, and you agree to pay the fees and costs associated with providing the replacement Hardware unit, and a reasonable service fee.

#### **PRODUCT TRIAL HARDWARE RETURNS**

In order to return Hardware units from a Product trial, please contact your Samsara sales representative or email [trials@samsara.com](mailto:trials@samsara.com) to request an RMA number prior to the end of your trial. If your trial Hardware was shipped to a country into which Samsara generally sells Products, you will also be able to print out a return shipping label and ship the Hardware units back to Samsara at no charge to you. If you do not proceed with purchasing the applicable Samsara Software Products following your trial, you must return the trial Hardware units to Samsara for receipt within thirty (30) days of the end of your trial. If Samsara does not receive the trial Hardware units within this thirty (30) day period, Samsara reserves the right to deactivate the trial Hardware and/or charge you, and you agree to pay the fees and costs associated with the Hardware units. At the end of your trial, Samsara may delete all data stored on trial Hardware, unless you purchase the applicable Samsara Products immediately following your trial. We therefore recommend that you make a backup copy of the content stored on the device by using the tools available on your Samsara Hosted Software dashboard or otherwise prior to the end of your trial. Samsara disclaims all liability relating to Customer's loss of Customer Data or other data in connection with the return or deactivation of trial Hardware hereunder or the failure to purchase the applicable Samsara Products immediately following your trial.

#### **PRODUCT REFUND REQUESTS**

If you are dissatisfied with your Samsara purchase for any reason, you may return your Product purchase made under an Order Form for a full refund as described in this Product Refund Requests section. This refund option does not apply to Hardware replacements or

upgrades, additional purchases of the same Product as previously purchased, Product purchases made after a trial or pilot period, or Product license renewals for which the Product license is renewed or extended beyond the Initial Term (collectively, "**Refund Exceptions**"). All Product returns must meet the following criteria:

1. You purchased the Product from Samsara or through an authorized Samsara reseller
2. You are the original purchaser of the Product
3. The Product purchase does not fall under any Refund Exceptions
4. You submit your Product Refund Request in writing as described below within thirty (30) days of the date of shipment to you of the applicable original Hardware procured under an Order Form
5. The Product is in new or like-new condition, as determined by Samsara in its sole discretion To request a refund under this Product Refund Requests section, please contact Samsara Customer Support to request an RMA number or submit an RMA request through the Hosted Software dashboard. If your refund request is approved, Samsara will provide you with an RMA number and a return shipping label free of charge. In order for the refund to be accepted and processed, Samsara must receive the Hardware units you are returning no later than thirty (30) days following the date the RMA number is issued. Once we have received and inspected the Hardware units, we will process your return. If you purchased through an authorized Samsara reseller, your refund will be issued by that reseller. If you purchased directly from Samsara, we will issue a refund of any unused pre-paid fees (as applicable), typically within thirty (30) days of receiving the Hardware return. Please contact your distributor or reseller for all refund requests of Products purchased through distributors or resellers.

#### **CABLE EXCHANGE POLICY**

You may exchange Hardware cables ordered under an Order Form at no cost as described in this Cable Exchange Policy section, subject to the following conditions:

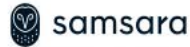
1. You submit your Hardware cable exchange request: in writing within thirty (30) days of purchase by contacting Samsara Customer Support or by submitting a cable exchange request through the Hosted Software dashboard
2. Your cable exchange request must include the following information: 1) Product Code/ SKU Number for cables you are returning, as well as quantity, 2) Product Code/ SKU Number for cables being requested, and quantity, 3) Shipping Address for new cables, and 4) Email Address for Return Label

3. Samsara must receive the Hardware cables to be exchanged within thirty (30) days of your submission of your exchange request
4. You must return the Hardware 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 you, and you agree to pay the fees and costs associated with replacing Hardware cables.

# EXHIBIT D

## Service Tier – Public Sector Premier



SAMSARA SERVICE TIERS

### Public Sector - Premier

Customers who invest over \$100K annually will receive partnership support from Samsara's Premier Customer Success Team, which includes:

**Implementation Services:**

- 90 days of implementation services
- Implementation kick-off
- Goal planning
- Project planning
- Dashboard consultation
- Regular project status reviews
- 4 hours of virtual training
- Product training via Samsara Academy
- Integration services\*

\*Available as a paid professional service

**Ongoing Success:**

- Designated customer success manager
- Platform adoption and optimization
- Goal planning
- Regular value check-in
- Annual partnership review

Contact your account representative or email [sales@samsara.com](mailto:sales@samsara.com) for more information on our benefits and services.



# EXHIBIT E

## Quote



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

QUOTE #Q-1110638

Issued 10-09-2024

Expires 11-30-2024

Sourcewell Contract #: 020221-SAM

Prepared For:  
Snohomish County  
3000 Rockefeller Ave M508  
Everett, Washington  
98201-4060

Prepared By:  
Candace Davis  
candace.davis@samsara.com

### Quote Summary

Subtotal

Hardware and Accessories USD \$3,925.00

### Licenses

License Term - 60 Months

Third Party Services- Alpha USD \$33,675.00

Third Party Services Tax- Alpha USD \$3,333.83

Shipping and Handling USD \$1,442.00

Upfront Hardware Sales Tax USD \$388.59

Annual License Sales Tax USD \$11,243.00

First Year Payment USD \$167,573.22

Payments Beginning Year Two USD \$124,808.60

samsara.com

1



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

SHIP TO Shawn Weeks  
3402 McDougall Ave  
Everett, Washington, 98201-5041  
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG55 HW-VG55A4	570	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	419	\$0.00	\$0.00
VG5x Aux Cable CBL-VG-CAUX	153	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (8-pin) CBL-VG-CJ1939	151	\$0.00	\$0.00
AG53 Powered Asset Gateway HW-AG53	132	\$0.00	\$0.00
Mounting Bracket for AG51, AG52, and AG53 ACC-AG-BMKT	132	\$0.00	\$0.00
AG Equipment Monitoring Cable CBL-AG-BEQP	73	\$0.00	\$0.00
AG 7-way Trailer Cable Harness CBL-AG-A7WY	59	\$54.00	\$3,186.00
RS-232 to USB Adapter ACC-RS232	56	\$13.20	\$738.20
Powered asset gateway HW-AG28	32	\$0.00	\$0.00
AG J1939 8pin cable CBL-AG-AP8N	17	\$0.00	\$0.00
8-pin Caterpillar cable CBL-AG-ACT8	8	\$0.00	\$0.00
14-pin Caterpillar cable CBL-AG-ACT14	5	\$0.00	\$0.00
CBL-AG-BPWR CBL-AG-BPWR	2	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 universal-mount cable CBL-VG-COBDII-Y0	1	\$0.00	\$0.00
Enhanced VG Series J1708 (8-pin) CBL-VG-CJ1708	1	\$0.00	\$0.00
		Hardware Due	USD\$3,925.20

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Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	570	\$162.00	\$92,340.00
License for Basic Powered Asset Tracker LIC-AG-PWR-BASIC	132	\$122.40	\$16,156.80
Plus License for Powered Asset Gateways LIC-AG-PWR-PLUS	32	\$158.40	\$5,068.80
		Annual License Due	USD \$113,565.60

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**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's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features—including but not limited to WiFi hotspot and ELD capabilities—you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

**Payment Terms**

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date (Net-30). The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

**License Term**

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license

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term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

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

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

**Support and Warranty**

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

**Terms**

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the "Terms of Service") provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at



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<https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

To the extent this Order Form includes any description of third-party products and/or services not directly provided by Samsara, the applicable third-party provider or subcontractor will be solely and exclusively responsible for the provision of such products and/or services, and Customer may not withhold payment to Samsara due to such third-party products and/or services not with standing any acceptance or delivery requirements or delays with respect thereto



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**Notification of Confidentiality**

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

**Billing Details:**

**Bill to:**  
 Snohomish County  
 3000 Rockefeller Ave M508  
 Everett, Washington, 98201-4060

**Billing Contact:**  
 Name: Shawn Weeks  
 Title: Special Projects Coordinator  
 Billing Email: shawn.weeks@co.snohomish.wa.us  
 Phone Number: 425.388.6551

**Payment Information:**  
 Payment Method: ACH  
 Payment Terms: Net 30  
 Payment Frequency: Direct Annual

If a Purchase Order (PO) is required for invoicing, please check this box:  
 If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to [billing@support@samsara.com](mailto:billing@support@samsara.com).

Please email any tax documentation to [billing@support@samsara.com](mailto:billing@support@samsara.com).

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent:

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and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." Please confirm acceptance of this Order Form by signing below:

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

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