

Samsara Terms of Service
Last Updated: February 2025

Welcome to Samsara. Please read these Terms of Service (the “**Terms**”) carefully because they govern your use of our products and services. The Customer, together with Samsara Inc., are referred to as the “**Parties**”.

1. Definitions.

- 1.1. “**Account**” means the accounts Customer creates to access the Hosted Software and Apps.
- 1.2. “**Affiliate**” means any other entity that, directly or indirectly through one or more intermediaries, 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 and used to provide the Products.
- 1.4. “**Authorized User**” means Customer’s employees, Affiliates, and/or contractors whom Customer authorizes to use the licensed Samsara Software strictly on its behalf.
- 1.5. “**Customer**” or “**you**” means an Ordering Activity (an entity entitled to Order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time.
- 1.6. “**Customer Data**” means Customer-specific data captured by Customer’s use of any installed Hardware, data submitted by, or on behalf of Customer (including from or through Non-Samsara Products) 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.
- 1.7. “**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.
- 1.8. “**Equipment**” means the vehicle, equipment, asset, building, structure, or item into which Hardware is installed.
- 1.9. “**Firmware**” means software embedded in or otherwise running on the Samsara Hardware.
- 1.10. “**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.
- 1.11. “**Hardware Warranty and RMA Policy**” means the Hardware Warranty and RMA Policy set forth at <https://www.samsara.com/support/hardware-warranty> and attached hereto as Exhibit A.
- 1.12. “**Hosted Software**” means Samsara’s cloud-hosted software platform, including the interface accessed online.
- 1.13. “**Hosted Software SLA**” means the Hosted Software Service Level Agreement set forth at <https://www.samsara.com/legal/hosted-software-sla> and attached hereto as Exhibit B.
- 1.14. “**License Expiration Date**” means (a) the later of (i) the original license termination date set forth in the applicable Order Form you entered into for the original purchase of Products or under which Products were originally made available to you (“**Initial Term**”), and (ii) the end of the then-active Renewal Term

(as defined below); 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 these Terms, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, three (3) years from the License Start Date.

- 1.15. **“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 will be shipped to Customer under the applicable Order Form, such Samsara Software license activation date is 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.
- 1.16. **“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.
- 1.17. **“Non-Samsara Products”** means any web-based, offline, or mobile applications, or other resources, users, data, systems, networks, products, services, Equipment, hardware, or software functionality that is provided by Customer or a third party and that interoperates, integrates, and/or exchanges data with the Products.
- 1.18. **“Order Form”** means the applicable Quote or Purchase Order setting forth the purchase or procurement of Samsara Products and/or licenses thereto. By entering into an Order Form hereunder, a Customer Affiliate agrees to be bound by these Terms as if it were Customer, and Customer and the applicable Customer Affiliate are jointly and severally liable under such Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under an Order Form shall only apply to Customer entity named in such Order Form for the purchase made under such Order Form and shall not apply to any other Order Form, including any initial or renewal Order Form entered into by such Customer entity or its Affiliate.
- 1.19. **“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.
- 1.20. **“Products”** means Hardware and Services. For the avoidance of doubt, Products do not include any Non-Samsara Products.
- 1.21. **“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.
- 1.22. **“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.
- 1.23. **“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.

- 1.24. **“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 these Terms 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.
- 1.25. **“Renewal Term”** means any renewal license term of the applicable Products after the Initial Term. If Customer’s license term is renewed a period of time 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, these Terms shall apply to such use.
- 1.26. **“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.
- 1.27. **“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.
- 1.28. **“Services”** means the Samsara Software, Service Usage Data, and Professional Services.
- 1.29. **“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.
- 1.30. **“Support Services”** means the customer support services described at www.samsara.com/support, and Documentation, but excluding any Professional Services.
- 1.31. **“Terms”** means these Terms of Service, together with any amendments or addenda that modify these Terms of Service.
2. **Agreement to Terms.** By executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity for the purchase of Products or under which Products are made available to you, you accept and agree to be bound by these Terms. If you do not agree to these Terms or you are not authorized to access and/or use the Products, you shall not access or use the Products. If you are accessing and/or using the Products on behalf of a company (such as your employer) or other legal entity that is our Customer, you agree to these Terms on behalf of such company or other legal entity, and you represent and warrant that you have the authority to bind such company or other legal entity to these Terms. If you have entered into a separate contract with Samsara with respect to your purchase of Products or under which Products are made available to you, these Terms shall apply, provided that to the extent there is a conflict between such separate contract with Samsara and these Terms, such separate contract with Samsara shall prevail. References to “you” and “your” in these Terms refer to that company or other legal entity, our Customer. You may not use the Products if you are our competitor, as determined in our sole discretion, except with our prior written consent.
3. **Changes to Terms or Services.** Samsara may non-materially modify the Terms at any time, in our sole discretion. If Samsara does so, Samsara will inform you by posting the non-materially modified Terms to the Services or our website or through other communications with you, our Customer. It is important that you review the Terms whenever Samsara modifies them because if you continue to use the Products after Samsara has posted or otherwise informed you of the non-materially modified Terms, you are indicating to Samsara that you agree to be bound by the modified Terms. If you do not agree to be bound by the non-materially modified Terms,

then you must provide written objection within thirty (30) days of Samsara's modification notice and may continue to use the Products under the unmodified Terms for the remaining term set forth in the applicable Order Form.

4. License. Subject to the terms and conditions specified in these Terms 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 these Terms. 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 section 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 GSA Schedule 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 Product, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Product; (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; (xiii) use the Products in a way that violates Samsara's Acceptable Use policy set forth in Section 21.2, (xiv) use the Products in an unsupported country, or (xv) 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 temporarily 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 in a way that affects the security or integrity of the Samsara products or services. 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. Termination of Federal contracts subject to the following FAR and GSAR provisions will be in accordance with FAR 52.212-4(l), FAR 52.212-4(m), and GSAR 552.238-73.

6. Hardware Installation and Equipment Maintenance. 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, and/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 the associated Samsara Software license that you have ordered from Samsara in accordance with these Terms prior to the applicable License Expiration Date without offering to replace them with an updated or comparable version or model, you 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 Offerings; and (iii) 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 the Pre-Launch Offering. 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 these Terms.

7.3. Feedback. Customer agrees to use commercially reasonable efforts to provide feedback regarding the Products to Samsara. Customer acknowledges and agrees that any comments, suggestions, ideas, other information, and/or other feedback related to the Products provided to Samsara, whether directly through the Products or through other means (e.g., surveys, emails, testing, and/or other communications) (collectively, "**Feedback**") may be used by Samsara for research and development purposes. Such Feedback shall not be treated

as "Customer Data" unless it is uploaded or processed within the Products. Customer further agrees that Samsara shall have all rights, title, and interest in and to all Feedback provided by Customer or a third party acting on behalf of Customer to Samsara. Customer hereby irrevocably transfers and assigns to Samsara all right, title, and interest it may have in such Feedback, and Samsara hereby accepts such transfer.

8. Payment, Shipping, and Delivery. Customer's payment and billing terms are set forth in the applicable GSA Schedule contract between the Parties ("Schedule Contract"). Unless otherwise set forth herein or in the applicable Schedule Contract or 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. Samsara shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes or provide evidence necessary to sustain an exemption if one exists, in accordance with 552.212-4(k). 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).

8.2 Shipment and Delivery. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back. In the event of a lost shipment and/or any damage to Hardware during shipment, Samsara shall replace such Hardware pursuant to Samsara's Hardware Warranty and RMA Policy. Customer is solely responsible for confirming that each "Ship To" delivery address set forth in an Order Form is accurate, is in a country for which Samsara supports direct sales, and that any individual accepting delivery at that address is authorized to do so on Customer's behalf. Samsara shall have no obligation to ship Products to any unsupported countries. 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, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating, supporting, improving, and providing the Products, including for anonymized and/or aggregated reporting and use. The foregoing right to use Customer Data shall survive the termination of these Terms, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. 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 these Terms 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 warrants 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 and Feedback in accordance with these Terms (ii) no Customer Data or Feedback 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.

10.3. Data Protection Addendum. The "**Data Protection Addendum**" attached as Exhibit C sets forth the Parties' agreement with respect to the terms governing any Processing of Personal Data by Samsara on the Customer's behalf pursuant to these Terms. The Data Protection Addendum forms part of these Terms and supersedes any prior agreements regarding Customer Personal Data. The terms "**Processing**", "**Personal Data**", and "**Customer Personal Data**" used in this Section are all defined in the Data Protection Addendum.

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. Samsara Confidential Information includes any information related to the Products, including the pricing and payment terms thereof, Pre-Launch Offerings, Samsara Software Systems, or Samsara customers or partners, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, vehicle routes, or similar information). 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 Affiliates, employees, agents or third party service providers of receiving Party in performing under these Terms 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 these Terms or as authorized by the disclosing Party. Notwithstanding anything to the contrary in these Terms, 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 and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure. Samsara recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

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 these Terms. 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 the 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 these Terms. 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. 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/> and attached hereto as Exhibit D.
16. Term. The term of these Terms begins upon the date governed by the Schedule Contract and associated GSA task/purchase order with Samsara that is consistent with the associated Order Form provided by Samsara for such purchase ("Task/Purchase Order"), a Samsara reseller, or any other entity or individual for the purchase of Products or and shall continue until (i) the License Expiration Date in accordance with such Task/Purchase order, (ii) you are no longer authorized to access and/or use the Products, or (iii) these Terms are otherwise terminated earlier as provided hereunder, whichever is earliest.

16.1. Renewal. Please email renewals@samsara.com for any questions regarding automatic renewal. Upon mutual agreement by the Parties, this Agreement may be renewed for additional successive one (1) year terms by executing a new Order Form in writing.

16.2. Termination. Except to the extent prohibited by applicable law, either Party may terminate these Terms or any Order Form upon material breach thereof by the other Party, if such breach remains uncured for a period of thirty (30) days following receipt of written notice of such breach from the non-breaching Party. Unless otherwise set forth herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date. Termination of Federal contracts subject to the following FAR and GSAR provisions will be in accordance with FAR 52.212-4(l), and FAR 52.212-4(m).

16.3. 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 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. If Customer so terminates such Order Form, Samsara shall be entitled to payment of and for all amounts due as of the date of termination.

16.4. Effect of Termination. Upon any termination or expiration of these Terms, the following Sections of these Terms will survive: 5 (License Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment, Shipping, and Delivery), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Governing Law), and 21 (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 its 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. This clause does not limit or disclaim any of the warranties required under applicable law and specified in the GSA Schedule Contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

18. Limitation of Liability.

- 18.1. 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 PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies required under applicable law and provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).
- 18.2. Cap. EXCEPT FOR (i) ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH IN THESE TERMS, (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 THESE TERMS 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). This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies required under applicable law and provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).
- 18.3. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.
19. Dispute Resolution. All disputes will be settled in accordance with the Contract Disputes Act, 41 USC 7101-7109, or the Federal Tort Claims Act. All disputes relating to these License Terms are subject to Federal Acquisition Regulation 52.233-1.
20. Class Action Waiver. Except to the extent prohibited by applicable law, any proceedings to arbitrate or resolve any dispute arising from or relating to these Terms 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. You expressly waive your 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 arbitrator or other adjudicator will not consolidate more than one person or entity's claims.
21. Governing Law. These Terms and any action related thereto will be governed by the Federal laws of the United States to the extent required by applicable law, and in accordance with 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019) by the laws of the State of California otherwise.
22. General Terms.

- 22.1. Miscellaneous. These Terms represent an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s). To the extent these Terms conflicts with the terms of the Schedule Contract, the terms of the Schedule Contract will prevail to the extent required under applicable law. Order of precedence will be determined consistent with FAR 52.212-4(s) to the extent required under applicable law. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Samsara's prior written consent, except in the case of a merger, acquisition, or sale of all or substantially all assets of your company. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Subject to the foregoing, these Terms will bind and inure to the benefit of the Parties, their successors and permitted assigns. Any notices or other communications provided by Samsara under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; (ii) by posting to Samsara's website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Either Party's failure to enforce any right or provision of these Terms 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 these Terms, the exercise by either Party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.
- 22.2. Assignment. Neither Party may assign or transfer these Terms, by operation of law or otherwise, without the prior written consent of the other party. Any attempt to assign or transfer these Terms without such consent will be null and void. Subject to the foregoing, these Terms will enure to the benefit of and be binding upon the respective successors and permitted assigns of you and us. Assignment by Samsara is subject to FAR 52.232-23 "Assignment of Claims" and FAR 42.12 "Novation and Change-of- Name Agreements".
- 22.3. 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, illegal, or otherwise harmful 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, offensive, stalking, or otherwise improper conduct towards any individual or entity, including but not limited to Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation, please email abuse@samsara.com or submit an anonymous concern via <https://samsara-external.allvoices.co/>.
- 22.4. 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.
- 22.5. Force Majeure. In accordance with GSAR Clause 552.212-4(f), Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached these Terms, for any failure to perform or delay in performing its obligations under these Terms 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.

22.6. Financed Purchases and Other Payment Arrangements. If you are financing the Products through a financing entity ("Lender"), or paying for the Products through a Customer Affiliate or other third party, the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between you and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") you enter into with the Lender to finance your purchase of the Products. You acknowledge and agree that when you execute the Financing Agreement, the Lender is prepaying Samsara for the Products on your behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under these Terms. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights against Samsara as limited by these Terms, or Samsara's obligations to you under these Terms. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If you have any claim against or dispute with Samsara, you may not take action by reason of such claims against Lender. If you are purchasing through a Lender, Samsara may terminate your access to the Products should you breach these Terms or the terms of the Financing Agreement. Any Refunds issued by Samsara under these Terms for Product purchases financed under a Financing Agreement may in Samsara's sole discretion be remitted to the Lender, and any impact such remittance may have on your 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 these Terms and such Order Form. Except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to indemnify, defend, and hold harmless Samsara against any liabilities, damages, demands, losses, claims, costs, fees (including legal fees), and expenses related to such Payment Arrangements.

22.7. Contact Information. If you have any questions about these Terms or the Products, please contact Samsara at info@samsara.com or by mail at 1 De Haro Street, San Francisco, CA 94107.

Exhibit A

SAMSARA HARDWARE WARRANTY AND RMA POLICY

Samsara's Hardware Warranty and RMA Policy is set forth below and is subject to Samsara's Terms of Service. All capitalized terms not defined herein shall have the meaning set forth in the Terms of Service.

HARDWARE WARRANTY POLICY

If Customer is experiencing technical issues, please visit our Support Page at 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 Customer maintains 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. During the applicable warranty period, Hardware units exhibiting material defects will be replaced free of charge as described in this Hardware Warranty Returns section. Customers are responsible for replacing any batteries for Hardware and shall do so in accordance with any applicable Documentation.

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 Agreement, 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 Agreement 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 Returns 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:

- Make and model
- Serial number
- 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.

PRODUCT TRIAL HARDWARE RETURNS

In order to return Hardware units from a Product trial, please contact Customer's Samsara sales representative or email trials@samsara.com to request an RMA number prior to the end of your trial. If Customer's trial hardware was shipped to a country into which Samsara generally sells Products, Customer will also be able to print out a return shipping label and ship the Hardware units back to Samsara at no charge to Customer. If Customer does not proceed with purchasing the applicable Samsara Software Products following Customer's trial, Customer must return the trial Hardware units to Samsara for receipt within thirty (30) days of the end of Customer's 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 Customer, and Customer agrees 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 Customer is dissatisfied with its Samsara purchase for any reason, Customer may return Customer's 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:

- Customer purchased the Product from Samsara or through an authorized Samsara reseller
- Customer is the original purchaser of the Product
- The Product purchase does not fall under any Refund Exceptions
- The Product is not a license renewal for which the Product license is renewed or extended beyond the Initial Term
- Customer submits its 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
- 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 Customer refund request is approved, Samsara will provide Customer 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 Customer is returning no later than thirty (30) days following the date the RMA number is issued. Once Samsara has received and inspected the Hardware units, Samsara will process the return. If Customer purchased through an authorized Samsara reseller, Customer's refund will be issued by that reseller. If Customer purchased directly from Samsara, Samsara 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

Customers 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:

- Customer submits its 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, unless a longer period is set forth in Samsara's Customer Success policies
- Customer's 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
- Samsara must receive the Hardware cables to be exchanged within thirty (30) days of Customer's submission of its exchange request
- Customer 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 Customer the fees and costs associated with replacing Hardware cables.

Exhibit B

HOSTED SOFTWARE SERVICE LEVEL AGREEMENT

This Service Level Agreement (this “SLA”) is subject to Samsara’s Terms of Service and sets forth Samsara’s obligations and Customers’ rights with respect to the performance of Samsara’s Hosted Software. All capitalized terms used but not defined in this SLA have the meaning set forth in the Terms of Service.

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 Downtime but may be covered under Samsara’s Hardware Warranty Policy set forth in the Hardware Warranty Policy section of Samsara’s Hardware Warranty and RMA Policy.

“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
< 99.99% - ≥ 99.9%	3
< 99.9% - ≥ 99.0%	7
< 99.0% - ≥ 90.0%	15
< 90.0%	30

3. Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Samsara 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, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, 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; (ii) Customer and/or third party Equipment, systems, networks, or infrastructure (not within the primary control of Samsara); (iii) Customer’s breach of the Agreement 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.

Exhibit C

Data Protection Addendum ("Addendum")

Last Updated: January 2025

1. Definitions

In this Addendum, the following terms will have the meanings set out below:

- 1.1. "Customer Personal Data" means any Personal Data subject to Data Protection Laws contained in Customer Data and is Processed by Samsara on Customer's behalf pursuant to the Terms.
- 1.2. "Data Protection Laws" means, as applicable, United States federal and/or state data protection or privacy statutes, including but not limited to the California Consumer Privacy Act of 2018 as amended by The California Privacy Rights Act of 2020 (together with its implementing regulations, the "CPRA"); and/or any other applicable data privacy, and/or data protection laws in the U.S.A; in each case, as may be amended, superseded or replaced from time to time.
- 1.3. "Controller" means the entity that determines the means and purposes of processing Personal Data.
- 1.4. "Data Subject" means the individual who is the subject of Personal Data.
- 1.5. "Personal Data" means "personal data", "personal information" or "personally identifiable information" or any analogous term under Data Protection Laws, as these terms are defined under Data Protection Laws.
- 1.6. "Personal Data Breach" means any security breach that Data Protection Laws would require (i) Samsara to report to Customer or (ii) Customer to report to a Supervisory Authority or affected individuals, or to maintain a record of, that involves Personal Data subject to this Addendum.
- 1.7. "Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data.
- 1.8. "Processor" means an entity that processes Personal Data on behalf of a Controller.
- 1.9. "Supervisory Authority" means a government or regulatory authority responsible for administering, overseeing compliance with, and/or enforcing Data Protection Laws.
- 1.10. Capitalized terms not otherwise defined herein will have the meaning given to them in the Terms.

2. Processing of Customer Personal Data

2.1. As between the parties, Samsara acts as a Processor of the Customer Personal Data on Customer's behalf. As a Processor, Samsara will:

2.1.1. Process Customer Personal Data as specifically set forth in the Terms, this Addendum, Documentation and/or Customer's documented instructions, or as otherwise required by applicable law to which Samsara is subject (the "**Customer Instructions**"). If Samsara is required by applicable law to Process Customer Personal Data other than in accordance with the Customer Instructions, Samsara will to the extent permitted by applicable law

inform the Customer of that legal requirement before such Processing, unless that law prohibits such information on important grounds of public interest.

2.1.2. Not be responsible for obtaining consent, authorization, approval, or agreement as may be required under applicable laws or policies, or for providing notices with regard to Customer Personal Data, in order to enable Samsara to receive and Process the Customer Personal Data in accordance with the Terms. It will be the Customer's sole responsibility for the accuracy, quality and legality of the Customer Personal Data, the means by which it acquires and uses the Customer Personal Data, and for the Customer Instructions regarding the Processing of Customer Personal Data. Customer shall ensure that its acts or omissions, including its Customer Instructions, do not put Samsara in breach of any applicable laws or regulations. Where Samsara believes that an instruction would be in breach of applicable law or if Samsara determines it can no longer meet its obligations under the CPRA, Samsara shall notify Customer of such belief without undue delay. Except as otherwise prohibited by applicable law, Samsara shall be entitled to suspend performance of such instruction until Customer confirms or modifies such instruction.

3. Samsara Personnel

3.1. Samsara will hold Customer Personal Data in confidence pursuant to the confidentiality provisions of the Terms and will require Samsara personnel granted access to Customer Personal Data to protect all Customer Personal Data accordingly. Any person entitled to Process Customer Personal Data on behalf of Customer has undertaken a commitment to secrecy or is subject to an appropriate statutory obligation to secrecy. All such secrecy obligations shall survive the termination or expiration of such Processing.

4. Security

4.1. Samsara will implement appropriate technical and organizational measures designed to safeguard Customer Personal Data and to ensure the adequate protection of Customer Personal Data, which measures shall address the requirements of Data Protection Laws. Samsara may modify such measures from time to time, provided that such modifications will not materially reduce the overall level of protection for Customer Personal Data.

5. Subprocessing

5.1. Customer authorizes each Samsara affiliates, as well as such other third parties noted in Documentation, to be sub-processors (each a "**Sub-processor**"). Samsara may disclose Customer Personal Data to its Sub-processors for the purposes of providing the Products, provided that Samsara will impose substantially similar obligations on its Sub-processors regarding the security and confidentiality of Customer Personal Data as those set forth in this Addendum to meet the requirements of Data Protection Laws.

5.2. To the extent required under Data Protection Laws, Customer shall be entitled to object to any change of Sub-processors as notified by Samsara from time to time within thirty (30) calendar days of such notification, and only

for materially important reasons. Except as otherwise prohibited by applicable law, where Customer fails to object to such change within such period of time, Customer shall be deemed to have consented to such change.

5.3. Samsara will remain responsible for the acts or omissions of Sub-processors to the same extent required by Data Protection Laws as if the acts or omissions were performed by Samsara ("**Sub-processor Liability**"), and shall be permitted to re-perform or to procure the re-performance of any obligations. Except as otherwise prohibited by applicable law, Customer acknowledges and accepts that such re-performance shall diminish any claim that Customer has against Samsara in respect of any Sub-processor Liability.

6. Data Subject Requests

6.1. Where Samsara directly receives requests from Data Subjects, or anyone acting on their behalf, to exercise their rights under Data Protection Laws ("**Data Subject Request**"), and provided Samsara can reasonably identify from the information provided that such request relates to the Customer and/or Customer Personal Data, then unless prohibited by applicable law, Samsara will (a) promptly notify Customer of such request; and (b) not respond to any such request unless required by applicable law to which Samsara is subject, in which case Samsara will, to the extent permitted by applicable law, inform Customer of that legal requirement before responding to such request. Except as otherwise prohibited by applicable law, Samsara may require the Customer to bear the actual costs incurred as a result of the assistance provided in accordance with this Section based on the then currently applicable service rates of Samsara.

6.2. For avoidance of doubt, Customer is responsible as Controller for responding to Data Subject Requests. Samsara's Products include technical and organizational measures that have been designed, taking into account the nature of its Processing, to assist Customer, insofar as this is possible, in fulfilling its obligations to respond to Data Subject Requests.

6.3. If Samsara receives a request from a law enforcement or government agency for Customer Data, Samsara will assess its legality and shall comply with it only if and to the extent Samsara assesses it is valid, lawful, and compulsory (a "**Law Enforcement or Government Agency Request**"). To the extent Samsara is legally permitted to do so, Samsara will inform the Customer and/or, as required, the relevant Supervisory Authority of such Law Enforcement or Government Agency Request and, if relevant, whether Samsara will comply with any such Law Enforcement or Government Agency Request. To the extent Samsara is able to identify the relevant Data Subject(s) in scope of any Law Enforcement or Government Agency Request and provided Samsara acts in accordance with its obligations under the Terms and applicable Data Protection Laws, Customer may expressly notify or authorize Samsara in writing to notify the relevant Data Subject(s) of such Law Enforcement or Government Agency Request received in order to enable the Data Subject(s) to seek further information and exercise any available rights. Unless it is legally prohibited from doing so, Samsara will use reasonable efforts to

document and demonstrate to the Customer, upon the Customer's reasonable request, the actions Samsara has taken in relation to any Law Enforcement or Government Agency Request.

7. Personal Data Breach

7.1. Samsara will notify Customer without undue delay upon Samsara becoming aware of a Personal Data Breach affecting Customer Personal Data. For the avoidance of any doubt, a Personal Data Breach shall not include (i) acts or omissions which do not breach Samsara's security or the security of any Sub-processor; or (ii) any access to or Processing of Customer Personal Data that is consistent with Customer Instructions. At Customer's request, Samsara will provide reasonable assistance and co-operation to assist Customer in fulfilling any applicable notification obligations under applicable Data Protection Laws with respect to the Personal Data Breach. Samsara's notification of, or response to, a Personal Data Breach shall not be construed as an acknowledgement by Samsara or, if relevant, its Sub-processors of any fault or liability with respect to the performance of Products. Except as otherwise prohibited by applicable law, Samsara may require the Customer to bear the actual costs incurred as a result of the assistance provided in accordance with this Section based on the then currently applicable service rates of Samsara.

8. Data Protection Impact Assessment and Prior Consultation

8.1. At Customer's request, Samsara will provide reasonable assistance to Customer with any data protection impact assessments and prior consultations with Supervising Authorities required by Data Protection Laws, in each case solely in relation to Samsara's Processing of Customer Personal Data under the Terms, and taking into account the nature of the Processing and information available to Samsara. Samsara reserves the right to charge a reasonable fee for such requested assistance, to the extent permitted by applicable law.

9. Audit rights

9.1. Samsara may retain independent third-party auditors to prepare a Service Organization Control 2 (Type I or II) report, or other industry-standard successor report ("Report"). Upon Customer's written request, Samsara will provide to Customer at no cost a copy of the most recent Report, up to once a year. Such Reports will be Samsara's Confidential Information under the confidentiality provisions of the Terms. Customer agrees that the Reports will be used to satisfy any audit or inspection request by or on behalf of Customer in relation to Data Protection Laws, this Addendum, and/or the Terms.

9.2. If a Report is not available, Customer may request, upon 30 days' prior written notice and up to once per calendar year, to perform a review at its own expense, with a scope, dates, duration, auditor and any security and/or confidentiality controls to be mutually agreed, of relevant Samsara policies and procedures governing Samsara's handling of Customer Personal Data in connection with the Products, for purposes of verifying Samsara's compliance with this Addendum (including with regards to Section 6.3). This review will be conducted in a manner that does not compromise Samsara's confidentiality obligations to Samsara's other customers. The

parties acknowledge and agree that Samsara's policies and procedures and all findings of the Customer's review are Samsara's Confidential Information under the confidentiality provisions of the Terms.

9.3. To the extent required by Data Protection Laws, Customer has the right, upon written notice to Samsara, to take reasonable and appropriate steps to stop and remediate any use of Customer Personal Data that is in violation of the Terms.

10. Data Transfers

10.1. Customer represents and warrants that Customer shall not transfer or share Customer Data or Customer Personal Data subject to (i) the EU General Data Protection Regulation (EU 2016/679), (ii) its incorporation into the laws of England and Wales, Scotland, and Northern Ireland by virtue of the UK European Union (Withdrawal) Act 2018, or (iii) the Swiss Federal Act on Data Protection, to Samsara under the Terms.

11. Retrieval and Deletion of Customer Personal Data

11.1. Customer hereby acknowledges and accepts the functionality of the Products and the data retention and deletion policies as provided to Customer by Samsara, which may impact Customer Personal Data. Samsara will enable Customer to delete Customer Personal Data during the term of the Terms in a manner consistent with the functionality of the Products. Upon termination or expiration of the Terms, Customer may retrieve its Customer Personal Data in accordance with the Terms and Samsara will promptly delete Customer Personal Data from its systems following such retrieval period, unless otherwise stated in the Terms or applicable law requires storage of the Customer Personal Data.

12. Liability

Any claims brought under this Addendum shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations of liability set forth in the Terms.

13. Additional California-Specific Provisions

13.1. To the extent that Customer Personal Data relates to California residents, Samsara is a service provider, as defined by the CPRA, of the Customer.

13.2. To the extent that Customer Personal Data relates to California residents, Samsara will not retain, use, sell, share, or otherwise disclose Customer Personal Data (including for any commercial purpose or other purpose outside of the direct business relationship between the parties) other than as allowed by law or as needed to provide and support the Products, as set forth in the Terms. For purposes of this section, the terms "sell" and "share" shall have the meaning given to them in the CPRA.

13.3. To the extent that Customer Personal Data relates to California residents, Samsara will comply with any applicable restrictions under the CPRA on combining such Customer Personal Data that Samsara receives from, or on behalf of, Customer with Personal Data that Samsara receives from, or on behalf of, another person or persons, or that Samsara collects from any interaction between it and a Data Subject.

13.4. To the extent that Customer Personal Data relates to California residents, Samsara will comply with the CPRA and, taking into consideration Samsara's role in the Processing, provide the level of protection for the relevant Customer Personal Data required by the CPRA.

14. Changes in Data Protection Laws

If a new Data Protection Law becomes effective and is applicable to Samsara, Samsara and Customer will take all reasonable steps required by such Data Protection Law to ensure the parties' ability to comply with their respective obligations under applicable Data Protection Laws.

Exhibit D

Samsara Marks Usage Agreement Last
updated: April 6, 2022

This Samsara Marks Usage Agreement (“Agreement”) sets out the legal terms governing your ability to use the Samsara name, logo, and other registered or unregistered Samsara trademarks and service marks owned by Samsara and its affiliates (“Samsara Marks”). A list of the Samsara Marks available for use can be found on our Logos and Resources page. This Agreement supplements, and is governed by, your agreement with Samsara (“we”, “us”, “our”) for the use of products and services provided by Samsara (“Terms of Service”). Your agreement with Samsara may permit a more limited scope of use of the Samsara Marks than this Agreement describes. For the avoidance of doubt, your agreement with Samsara shall control the scope of your permissible use of the Samsara Marks. Your Terms of Service are the Samsara Terms of Service, unless you and we agree to substitute a different agreement. Terms used but not defined in this Agreement have the meanings given in the Terms of Service.

You may not use any Samsara Marks without having agreed to abide by all of the terms and conditions in this Agreement, and unless you do so in accordance with this Agreement.

1. Permission to Use Samsara Marks

Samsara Marks are important assets of Samsara’s business and are protected by U.S. and international laws. You are licensed to use the Samsara Marks as described in this Agreement on a non-exclusive, non-transferable basis. However, your use is subject to the terms set out in this Agreement, and we may terminate your license via (i) our absolute ability to supervise, monitor, and revoke your license at any time and at our discretion, or (ii) your non-use or cancellation of the products and services provided by Samsara. Upon termination of the license, you agree to promptly remove any Samsara Marks from any websites or applications, or other material within a reasonable time.

2. Proper Use of Samsara Marks

Proper Use: You may only use the Samsara Marks: (1) to let others know that Samsara provides products and services for your business, (2) to let others know that you are a Samsara partner (if and only if you are in fact a Samsara partner) on your website, in a press release, in a blog post, or in a social media post, and/or (3) if you are a media outlet, for publicity purposes such as in a press article, in a social media post, or on your website. All Samsara Marks should directly link to our homepage at www.Samsara.com. We ask that you provide proper trademark attribution crediting ownership of the Samsara Marks to us, such as:

The Samsara name and logos are trademarks of Samsara, Inc. and its affiliates.

Brand Guidelines: You may not display the Samsara Marks in a way that implies a common, descriptive, or generic meaning. You must always use the SAMSARA mark as an adjective - never as a verb or noun - except when using SAMSARA to refer to our company. We may also provide you with style or usage guidelines describing such things as size, color, or relative placement of Samsara Marks. You may only use the Samsara Marks consistent with those

guidelines except where we expressly agree otherwise with you in writing. You will update your use of the Samsara Marks to conform to changes in the guidelines within a reasonable time after we provide you notice of the change.

Attribution: The TM or SM Symbol should be prominently displayed in conjunction with any Samsara Mark being used, unless otherwise directed by us to use the ® symbol. All used of the Samsara Marks should directly hyperlink to the Samsara homepage located at www.Samsara.com.

3. Impermissible Uses of Samsara Marks

You may not display, copy, modify, transmit or otherwise use the Samsara Marks except as described in this Agreement, the guidelines, or otherwise agreed in writing by Samsara. You may not use the Samsara Marks to show Samsara or the products or services provided by Samsara in any disparaging, tarnishing, or derogatory light, or in any way that may be damaging to our brand or to our interests in the Samsara Marks. You may not remove, distort, or alter any element of the Samsara Marks, including through hyphenation, combination, abbreviation, substitution for acronyms, or otherwise.

You may not use the Samsara Marks to imply endorsement by Samsara of your products or services, or in a manner that causes customer confusion. You may not misrepresent your relationship with Samsara, or use the Samsara Marks, in any manner that is misleading. You may not use the Samsara Marks in relation to goods or services that are unrelated to the products or services provided by Samsara. You may not display the Samsara Marks on a website that violates any law or regulation.

You may not register or apply to register the Samsara Marks with any Trademark Office, Copyright Office, or other governing body anywhere in the world.

If you are a Samsara competitor, as determined in our sole discretion, Samsara does not grant you permission to use the Samsara Marks.

In addition to any other right that we may have to enforce the terms of this Agreement, you must promptly comply with any request that we make for you to cease use of the Samsara Marks that we determine in our sole discretion to be non-compliant with this Agreement.

In addition to protecting the Samsara Marks, it is important to us that you maintain your independent brand. Even where use of Samsara Marks is permitted, you must prominently use your own marks in a manner that makes your brand or any other descriptor of your goods/services clearly distinguishable from that of Samsara's. For example, "Foo chose to partner with Samsara" or "Widget Company relies on Samsara" are acceptable and emphasize your brand; but use of "Samsara Operations", "Samsara Fleet", or "Samsara Driver" alone or as the most prominent element are unacceptable because they emphasize the Samsara Marks.

You may not use the Samsara Marks or any confusingly similar name or trademark with your product, service, company, social media handle, AdWord, or domain name. For instance, you

may not use names like “Samsara Business Services”, “Samsara Operations” or domains like “getSamsara.com.” You may not incorporate the Samsara Marks into your own product name, service name, trademarks, logos, or company name.

4. No Warranties

As part of this Agreement, we do not make any representations regarding your use of the Samsara Marks. We disclaim all warranties, express and implied, including any warranties of non-infringement.

5. Your Liability For Third-Party Claims

You will fully cooperate with the Samsara Entities by providing reasonable assistance, authority, information, and resources where applicable, in order to assist with the defense of the Claims described in the previous paragraph. You recognize Samsara’s authority to control any defenses or responses against any such Claims, and you agree to cooperate with any Samsara Entity that wishes to assert such authority.

6. Contacting Us

If you have any questions about this Agreement, please don’t hesitate to contact us at legalnotices@samsara.com.

7. Other Legal Provisions

Except as otherwise agreed upon in writing between you and us, this Agreement is the entire agreement between you and us regarding your use of the Samsara Marks. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Samsara shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. This Agreement is governed by the laws and dispute provisions specified in the Terms of Service, which are incorporated into this Agreement by reference. If any provision or portion of this Agreement is held to be invalid or unenforceable, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.